

No. 19-15128

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**In the United States Court of Appeal  
for the Ninth Circuit**

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STEVE WILSON BRIGGS

*Appellant/Petitioner,*

v.

ARI EMANUEL, MATT DAMON, BEN AFFLECK, MRC, NEILL BLOMKAMP,  
NBCUNIVERSAL, ASIF SATCHU, BILL BLOCK, SONY PICTURES ENT,  
MORDECAI WICZYK, DANA BRUNETTI

*Appellees/Respondents.*

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On Appeal from the U.S. District Court for Northern District of California

CASE NO. 3:18-CV-4952-VC

THE HONORABLE VINCE CHHABRIA

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**APPELLEES' JOINT SUPPLEMENTAL EXCERPTS OF RECORD  
VOLUME 7 of 7  
[PAGES 1287 - 1538]**

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AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of California

STEVE WILSON BRIGGS

Plaintiff(s)

v.

KEVIN SPACEY; ARI (ARIEL) EMANUEL;  
MATT DAMON; BEN AFFLECK;  
NBCUNIVERSAL MEDIA, LLC, etal

Defendant(s)

CV

18

4952

Civil Action No.

SBA

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

KEVIN SPACEY; ARI (ARIEL) EMANUEL; MATT DAMON; BEN AFFLECK;  
NBCUNIVERSAL MEDIA, LLC; SONY PICTURES ENT INC.;  
TRIGGER STREET PRODUCTIONS; NEILL BLOMKAMP; ASIF SATCHU;  
MORDECAI (MODI) WICZYK; WILLIAM (BILL) BLOCK; DANA BRUNETTI;  
SOUND POINT CAPITAL MANAGEMENT, LC; MRC (and all  
MRC entities and subs.),

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Steve Wilson Briggs  
4322 Chico Ave.,  
Santa Rosa, CA 95407

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

SUSAN Y SOONG

CLERK OF COURT

ANNA SPRINKLES

ANNA SPRINKLES  
Deputy Clerk

Date: 08/15/2018

1	Steve Wilson Briggs	<b>FILED</b> AUG 15 2018 SUSAN Y. SOONG CLERK, U.S. DISTRICT COURT NORTHERN DISTRICT OF CALIFORNIA <i>4</i> <i>ISS</i> <i>SBA</i>
2	4322 Chico Ave.,	
3	Santa Rosa, CA 95407	
4	510 200 3763	
5	snc.steve@gmail.com	
6	PLAINTIFF In Propria Persona	
7		
8	<b>UNITED STATES DISTRICT COURT</b>	
9	<b>NORTHERN DISTRICT OF CALIFORNIA</b>	
10	STEVE WILSON BRIGGS	Civ No: <b>COMPLAINT FOR:</b> 1. CIVIL CONSPIRACY 2. BREACH OF CONTRACT 3. FRAUD 4. FRAUDULENT DECEIT 5. FRAUDULENT CONCEALMENT 6. NEGLIGENCE 7. GROSS NEGLIGENCE 8. WILLFUL SUPPRESSION (SPOLIATION) OF EVIDENCE 9. INFRINGING EXPORTATION 10. COPYRIGHT INFRINGEMENT 11. AN ACCOUNTING  <b>DEMAND FOR JURY TRIAL</b>
11	Plaintiff,	
12	vs	
13	KEVIN SPACEY; ARI (ARIEL) EMANUEL;	
14	MATT DAMON; BEN AFFLECK;	
15	NBCUNIVERSAL MEDIA, LLC;	
16	SONY PICTURES ENT INC.;	
17	TRIGGER STREET PRODUCTIONS;	
18	NEILL BLOMKAMP; ASIF SATCHU;	
19	MORDECAI (MODI) WICZYK;	
20	WILLIAM (BILL) BLOCK;	
21	DANA BRUNETTI;	
22	SOUND POINT CAPITAL	
23	MANAGEMENT, LC; MRC (and all	
24	MRC entities and subs.),	
25	Defendants.	
26	<b>TABLE (major headings)</b>	
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COMPLAINT

**NATURE OF ACTION:**

1. A similar filing to this matter was submitted to the Court on November 13, 2017 (Briggs v Universal Pictures, et al, 3:17-cv-06552-VC). That filing included many of the same parties, and many of the same causes of action. April 25, 2018, the Court dismissed that case, and all counts against Defendants (**Defs**) Spacey and Brunetti, all without prejudice, due to the Plaintiff's failure to properly serve Defs Spacey and Brunetti. This lawsuit refiles many of those causes of action and claims for relief. However, the Court may consider this suit an entirely new filing, as there are two new Defendants, and at least one new claim for relief, and none of the issues have been decided in prior proceedings.

2. Plaintiff brings this action against the Defendants pursuant to 28 U.S. Code § 1331, as this matter involves violations of US federal law; and pursuant to 28 U.S. Code § 1367(a) giving this court original jurisdiction, as some aspects of this matter are connected to previously undisclosed events in prior action *Briggs v Blomkamp*, 4:13-cv-04679 PJH (a single cause of action *copyright infringement* suit, currently docketed in the **US Supreme Court**, no. 18-63). The honorable Judges Vince Chhabria and Phyllis J Hamilton ruled that *Briggs v Universal* and *Briggs v Blomkamp* are not related cases.

3. This Complaint alleges, with ample evidentiary exhibits, that the Defendants committed numerous civil violations, including, but not limited to, the following:

- **Spoliation of evidence:** Nov 6, 2014, six days after Plaintiff filed Notice of Appeal to the Ninth Circuit (re *Briggs v Blomkamp*), the Defs closed the online social network *Trigger Street (TS)*, previously located at triggerstreet.com. The Defs did so to destroy all website evidence and records, as this was the Defs' *access* point in *Briggs v Blomkamp* (a copyright infringement suit, requiring a showing of access and substantial similarity), and the case was apt to be remanded back to the District Court because the District ruling relied on subordinate (reversed) law, rather than prevailing law. The Defs destroyed TS knowing that Plaintiff would subpoena those records if the Ninth Circuit (or the US Supreme Court) remanded the case.
- **Breach of Contract.** Plaintiff was a member of TS from 2006 to 2014. TS's *Terms*

1	<i>Of Use</i> stated the site was <b>solely for use in the USA</b> , yet, in fact, the site operated
2	around the world. Further, secretly and without consent from U.S. members, Defs
3	Spacey and Brunetti went to London (2002), and Spain (2009) to recruit new
4	members, touting TS's " <b>400,000 members around the world.</b> "
5	• In <i>Briggs v Blomkamp</i> , the Defs hired, as their sole <i>expert</i> witness, a high school
6	educated self-described " <i>fixer</i> " named Jeff Rovin, who produced a falsified expert
7	report, underpinning the Court's Order. Two years after <i>Briggs v Blomkamp</i> went to
8	appeals, Rovin went on Fox News to admit he was President Bill Clinton's " <i>fixer</i> "
9	(deployed to <i>fix</i> problems by producing false stories). The Defs hired Rovin to
10	falsify (fix) his report, and cheat the judicial process. (June 2014, Plaintiff moved to
11	exclude Rovin's report due gross falsification. The motion was inexplicably denied.)
12	• By making Plaintiff's work available (on TS) in foreign markets, without Plaintiff's
13	consent, the Defs committed <i>infringing exportation</i> and <i>copyright infringement</i> .
14	• Defs Spacey and Brunetti (perhaps at the behest of Def Emanuel) created the TS
15	social network to unlawfully access and misappropriate undiscovered works.
16	• The Defs boasted TS had " <b>industry standard</b> " security, when, in fact, TS had no
17	real security—to allow the Defs constant anonymous access to the writers' works.
18	• In 2007, to access Plaintiff's work, the Defs secretly installed an anti-security
19	feature on TS, which erased all access records when a member deleted his/her work.
20	• To allow the Defendants unfettered, anonymous access to the original screenplays,
21	all TS members were encouraged to use false identities. The TS <i>Privacy</i> page stated:
21	"The user name you select or are provided with... is deemed non-personally
22	identifiable information. Your user name may be published on the Site and
23	may be disclosed to... the public... any third parties with whom we elect... if
24	you include your name or any other personally identifying information... such
25	information will become public information and will be published on the Site
26	and will be disclosed to other users of the Site and to other third parties who
27	may have access to or see a display of such information."
28	• The Defendants' unlawful relationships drove a reckless culture; thus, without doing
27	due diligence, and <u>without even reading the screenplay</u> , Sony Pictures bought the
28	rights to the <i>Elysium</i> (a film that infringes on Plaintiff's copyright protected work).



**JURISDICTION:**

4. **Jurisdiction:** This court has subject matter jurisdiction (1) per 28 USC § 1331, as this action involves violation of federal law (copyright infringement and Infringing Exportation); (2) per 28 U.S. Code § 1367(a), as this matter is substantially related to Plaintiff's prior federal action (Briggs v Blomkamp); (3) additionally, this court has partial jurisdiction under 28 USC § 1332(a)(2), as one or more Defs are foreign citizens.

5. **Venue:** venue is proper pursuant to 28 § 1391(b)(2) as events giving rise to this complaint occurred in this district, and 28 § 1391(d), by virtue of the Defs' business transaction with this dist., and under 326 US 310 the Defs meet the minimum contact rule.

6. **Intradistrict Assignment:** San Francisco is the proper intradistrict assignment as a substantial part of the events and omissions, leading to this lawsuit, occurred in this district.

**THE PARTIES:**

7. **Plaintiff,** Steve Wilson Briggs, is a filmmaker, screenwriter, author, and musician.

8. **Defendant** Kevin Spacey is an American actor, and the alleged conceiver of TS.

9. **Defendant** Ariel (Ari) Emanuel is a talent agent and co-CEO of WME-IMG.

10. **Defendant** Matt Damon is an American actor and screenwriter.

11. **Defendant** Ben Affleck is an American actor and screenwriter.

12. **Defendant** NBCUniversal is a multinational media conglomerate, and parent of Universal Pictures (a central actor in this matter).

13. **Defendant** Sony Pictures is a subsidiary of the Japanese multinational Sony Corp.

14. **Trigger Street Productions** is an American entertainment production company.

15. **Defendant** Neill Blomkamp is a South African-born film director.

16. **Defendant** Asif Satchu is a co-CEO of MRC, and believed to be a citizen of Canada

17. **Defendant** Mordecai Wiczuk is a co-CEO of Media Rights Capital (MRC); .

18. **Defendant** Bill Block is CEO of Miramax, subsidiary of beIN Media & Al Jazeera.

19. **Defendant** Dana Brunetti is purported to have helped create Trigger Street.

**Defendant** Sound Point Capital Management, LC is an asset management firm.

20. **Defendant** MRC is a diversified global media company, with many subsidiaries or aliases (including: Media Rights Capital, MRC II LP; MRC II Holdings, LP; AsgarI Inc.).



1 **STATEMENT OF FACTS & ALLEGATIONS:**

- 2
- 3 • 21. NOTE: California requires plaintiffs alleging conspiracy to show that the
- 4 members of a conspiracy acted in concert and agreed to accomplish a common and
- 5 unlawful plan, and that one or more of them committed an overt act to further it. To
- 6 meet this requirement, this complaint is more detailed and longer than average.

7

8 **INTRODUCTION**

9 22. The Defendants conspired to create and operate (for 12 years) a social network for

10 screenwriters and filmmakers, known as Trigger Street, located at www.triggerstreet.com

11 from 11/2002 to 07/2011, and at www.labs.triggerstreet.com 07/2011 to 11/2014. The

12 Defendants used TS to fraudulently access and acquire original film ideas. By using TS's

13 400,000+ members to review, judge, and rank the best work, the Defendants were able to

14 peruse the best scripts, at their leisure, to contemplate misappropriating them.

15 23. Plaintiff was a TriggerStreet.com (TS) member from 2006 until it closed in 2014.

16 24. The Plaintiff first learned of TS's closure around March of 2016, after he discovered

17 a BBC news article documenting Spacey's travels to Spain for a film festival, in 2009,

18 where he gave a speech and boasted of TS's "400,000 members around the world." The

19 Plaintiff immediately informed the Ninth Circuit of Spacey's statement, to support an

20 appellate argument (re *Briggs v Blomkamp*, which was then in the appellate court)

21 concerning *widespread dissemination*. But the Plaintiff was alarmed that Spacey had gone

21 to Spain to discuss TS, as this was in violation of TS's *Terms of Use*, which stated TS was

22 solely for use in the USA. Spacey and Brunetti were not named in *Briggs v Blomkamp*, but

23 news of Spacey's visit to Spain caused the Plaintiff to suspect that Defendants Spacey,

24 Emanuel, Brunetti, Damon, Block and the other Defendants, to various extents, conspired

25 to access and misappropriate the Plaintiff's work. The Plaintiff then researched his TS

26 emails and records, as well as Briggs v Blomkamp case documents, and other news

27 reports, etc. This Complaint is the product of that research.

28 25. This Complaint explains how the Defendants conspired to create the screenwriter

1 social networks/websites TS and Project Greenlight, then conspired to use celebrities to lure  
2 writers to these dangerous websites, conspired to make false contracts and promises,  
3 conspired to access and misappropriate the Plaintiff's screenplay, conspired to deceive the  
4 Court and cheat justice by providing false statements and submitting falsified documents  
5 and failing to properly participate in discovery, then conspired to hide and destroy evidence.

6 26. To entice the best undiscovered writers into joining TS and submitting their  
7 screenplays, the Defendants published and rendered contracts comprised of false claims,  
8 deception and concealments. TS's "Terms of Use", "About Us" and "Security" webpages  
9 claimed to employ "industry standard" security, and boasted that TS "encapsulates every  
10 aspect of the user's desires and needs", when, in fact, TS's security features were effectively  
11 non-existent. (Said TS websites "Terms of Use", "About Us" and "Privacy" pages are  
12 attached, respectively, as **Exhibit A**, **Exhibit B**, **Exhibit C**, and are incorporated by  
13 reference as if fully set out herein.)

14 27. The Defendants conspired to disable all security features on the website. The  
15 Defendants created a system wherein any member could download any script, without the  
16 writer knowing the downloader's ID. Only if an accessor chose to write a script review  
17 would the writer be informed of the accessor's ID—but only the accessor's pseudonym  
18 (fake name), while other users, who downloaded the script without leaving a review, left no  
19 trace at all.

20 28. More astounding, in mid 2007, the Defendants added a new **anti-security** feature,  
21 **without informing members**, whereby if a member were concerned about TS's security,  
21 and deleted his script, the deletion would trigger the erasure of all of that member's access  
22 records. This was done to conceal the Defs accessing the Plaintiff's work (which was only  
23 posted on TS in 2007). In May 2016, in an Amazon Studios forum (at  
24 <https://studios.amazon.com/discussions/Tx26JKEN8CYMP95>) a former TS member  
25 recalled that this "**memory dump**" feature was added in 2007. (Said forum is attached as  
26 "**Exhibit D**" and incorporated by reference as if fully set out herein; see last entry, page 4.)

27 29. Prior to the implementation of this "memory dump" feature, users had to read and  
28 write reviews for a minimum of three (3) screenplays for every screenplay they posted.

1 Members received one credit for every script review written. Three credits were required to  
 2 post one original screenplay. If a member wished update and replace his/her screenplay  
 3 with a revised version, before they were permitted to post the revised script, the member  
 4 had to, once again, read and review three (3) **new** screenplays. But when the new memory  
 5 dump *feature* was added—although members suddenly lost all access records when they  
 6 removed their scripts—they no longer had to read and review three new screenplays to post  
 7 their new work, because the memory dump feature also returned members' three (3)  
 8 original review credits. This memory dump feature was very carefully designed,

9 30. In 2014, as *Briggs v Blomkamp* proceeded through discovery, the Plaintiff  
 10 contacted TS to ask for their records of all members who accessed his work. (Said email is  
 11 attached as “**Exhibit E**” and incorporated by reference as if fully set out herein). TS replied  
 12 that when Plaintiff’s work was removed, all access records were erased. (Said email is  
 13 attached as “**Exhibit F**” and is incorporated by reference as if fully set out herein.)

14 31. Defs Spacey and Brunetti negligently promoted deceit within the TS community, by  
 15 encouraging members/users to use false identities (even for writing reviews). The  
 16 Defendants did this to protect the identities of their misappropriating co-conspirators, while  
 17 creating a culture where false identities were accepted as normal, and even trusted. The TS  
 18 *Privacy* page intentionally scared user/members into using false identities, stating:

19 User Names and User Disclosure

20 The user name you select or are provided with upon registration with the Site  
 21 is deemed non-personally identifiable information. Your user name may be  
 22 published on the Site and may be disclosed to others, including, without  
 23 limitation, to the public, and to any third parties with whom we elect to share  
 24 such information. In addition, if you include your name or any other  
 25 personally identifying information in any material transmitted or posted on  
 26 public areas of the Site or the Services (including, without limitation, message  
 boards, reviews and chat rooms), such information will become public  
 information and will be published on the Site and will be disclosed to other  
 users of the Site and to other third parties who may have access to or  
 otherwise see a display of such information.

27 32. These statements were made to encourage users to take risks they ordinarily would  
 28 not take and should not take—part of the Defendants efforts to persuade users/members to

1 make their wares anonymously accessible to the Defendants and create a culture of  
2 anonymity.

3 33. Through secret and private business co-ownerships with key CEOs, in businesses  
4 like Screenbid and MRC, Def Ari Emanuel cultivated unethical relationships with  
5 Universal Pictures, Sony Pictures, MRC, and QED. Thus, these companies would finance  
6 and distribute almost any project Emanuel asked, ignoring due diligence and best practices.  
7 The Defendants' grossly negligent culture and practices inevitably led to the  
8 misappropriation of the Plaintiff's intellectual property, and led Defendant Sony Pictures to  
9 purchase the infringing film, *Elysium*, without first reading Defendant (Def) Blomkamp's  
10 screenplay.

11 34. Another of the many troubling aspects of this matter is the fact that the Defs hired as  
12 their *expert* witness in *Briggs v Blomkamp*, a man named Jeff Rovin, who, two years after  
13 the matter moved to appeals, confessed on FOX News' *Hannity* show (with Sean Hannity)  
14 that he was a "fixer" for President Bill Clinton. During the interview Rovin bragged that, as  
15 a fixer, he was paid to write false "smear" stories against Clinton detractors.

16 35. Two years before this admission, the Plaintiff moved the Court to disqualify/exclude  
17 Rovin's report due to the rampant and egregious falsification it contained; the District Court  
18 denied this motion against Rovin's report (which formed the basis of the Court's Order),  
19 without addressing the 10-12 specific acts of falsification cited by the Plaintiff.

20 36. The Defendants paid Rovin to provide a falsified ("fixed") expert report, to cheat  
21 justice and win a judgment in the Defendants' favor.

22 37. In furtherance of their efforts to cheat the judicial process and deceive the Court,  
23 during *Briggs v Blomkamp*'s discovery proceedings, the Defendants failed to make a central  
24 party available for discovery, in willful effort to suppress evidence.

25 38. The Defendants' final illegal action occurred on Nov 6th, 2014, 6 days after  
26 Plaintiff filed his Notice Of Appeal (*Briggs v Blomkamp*), when the Defs surreptitiously  
27 closed TS, after 12 years, to destroy all incriminating evidence—as the case was apt to be  
28 remanded for trial, where the Plaintiff would subpoena all TS site access records.

**BACKGROUND FACTS:**

39. To understand the Defendants conspiracy(s), it is necessary to know the primary actors, and their histories.

**THE SIX (6) PRIMARY DEFENDANT ACTORS:****ARI EMANUEL (Defendant)**

40. Defendant Ari Emanuel is the co-CEO of William Morris Endeavor (WME, aka WME-IMG, a talent agency with the niche of representing aging and more conservative actors and personalities, including President Donald Trump). Prior to this, he was CEO of Endeavor Talent Agency (1995-2009), where his aggressive, unethical business practices inspired the *Entourage* (HBO) character *Ari Gold*. In 2002, *Endeavor* was sued for sexual harassment by Sandra Epstein, who also accused Emanuel of making racist remarks.

**ASIF SATCHU (Defendant)**

41. Defendant Asif Satchu was born in Kenya but moved to Canada when he was 6 years old. Satchu, like Def Blomkamp, is believed to be a Canadian citizen. Def Satchu is a co-founder of MRC, with Wiczyk. Def Satchu is the brother of Reza Satchu, an enormously successful Canadian businessman. Def Satchu graduated from Canada's McGill University. In 1999, Satchu **co-founded SupplierMarket.com**. SupplierMarket.com facilitated the **international sales and distribution** of software, bolts, nuts, fasteners, rubber and glass products, etc. 18 months later, Aug. 2000, Satchu and his partners sold SupplierMarket for \$950,000,000. Def Satchu graduated from Harvard (MBA) in 1999.

**MORDECAI (MODI) WICZYK (Defendant)**

42. Defendant Modi Wiczyk is an American born businessman, co-CEO and co-founder of MRC. Wiczyk is the visionary of this conspiracy.

43. Around 1995, fresh out of college, Defendant Wiczyk began working at Summit Entertainment, LLC. That was the first year Summit began producing and financing films

1 (prior, Summit had exclusively sold US films overseas). Only four years later, in 1999,  
 2 when Wiczyn was only 27, Summit Entertainment made Wiczyn their Senior Vice President  
 3 of Production and Acquisitions. That same year, 1999, Wiczyn sent out his now famous  
 4 **memo, which would make him one of the most influential and sought after men in**  
 5 **Hollywood**. Within a year, in 2000, **Wiczyn was hired by Universal Pictures** as Vice  
 6 President of Productions (under CEO **Edgar Bronfman, Jr.**), where Wiczyn served until  
 7 January 2002, when Def Emanuel made Wiczyn a partner at Endeavor. Def Wiczyn  
 8 graduated from Harvard (MBA) in 1999.

9

10 **KEVIN SPACEY** (Defendant).

11 44. Defendant Kevin Spacey is an Academy Award winning actor. His career was  
 12 floundering in 2000 when the conspiracy(s) detailed herein began, and when he and Def  
 13 Brunetti purportedly conceived of TS. Def Spacey, who dropped out of Juilliard School in  
 14 his sophomore year, has no known web-design skills. Seemingly, Spacey's only value to the  
 15 TS social network was as a high-profile, semi-likeable celebrity, whose promise of "industry  
 16 access and exposure" would lure the best undiscovered writers to the website.

17

18 **DANA BRUNETTI** (Defendant)

19 45. Dana Brunetti, met Spacey around 1998, while Brunetti was selling cell phones in  
 20 New York, and soon became Spacey's personal assistant. Brunetti has no known college  
 21 education. It is purported around the internet (including on Wikipedia) that Brunetti was  
 21 responsible for designing TriggerStreet.com; however, there is no evidence that Brunetti  
 22 possessed any of the skills required to design a social network. Plaintiff suspects Def Asif  
 23 Satchu (founder of SupplierMarket.com) is likely TS's designer and coordinator.

24

25 **MRC** (Defendant)

26 46. MRC is a television and film studio, founded by co-CEOs Defs Satchu and Wiczyn,  
 27 in 2003 (although MRC often reports it was started in 2006 or 2007) with money provided  
 28 by Def Ari Emanuel. Def Emanuel is a silent partner in MRC. MRC operates under many



1 subsidiary LLC's, a hallmark of a money laundering network. Plaintiff is aware of 17 MRC  
 2 companies: MRC, Media Rights Capital; MRC II LP; MRC II Distribution Company LP;  
 3 MRC II Holdings, LP; Oaktree Entertainment, Inc.; MRC I Hedge Co, LLC; MRC II  
 4 Capital Company, LP; MRC Sub Gp, LLC; MRC I Project Company, LLC; Asgari Inc.,  
 5 Spaceman Productions LLC, Knight Take King LLC, Wbc LLC, Tet LLC, Bambino Films  
 6 LLC, Blue Cat Productions LLC. Plaintiff believes these companies are illegal "shell"  
 7 companies, used to launder money. Working with Def Bill Block (CEO of **Miramax**) and  
 8 the Qatari media corporations *Al Jazeera* or *beIN Media Group* (**Miramax's parent**), these  
 9 shells may also be responsible for: (A) selling ideas taken from TS to foreign markets (not  
 10 for US release); and (B) financing foreign films, misappropriated from TS.

11

12 **Def Ari Emanuel's Relationship With Defendant Spacey:**

13 47. Defendant Ari Emanuel likely first met Defendant Kevin Spacey between 1987 and  
 14 1989, when both men were at Creative Artist Agency (CAA). In 1987 Def Ari Emanuel  
 15 was a new CAA talent agent, working in TV casting. In 1987, Def Spacey, represented by  
 16 CAA, was working in Los Angeles and appeared in 9 episodes of the TV series *Wiseguy*.

17

18 **Def Emanuel's Notorious Connection to Def Wiczyk & Satchu:**

19 48. Defendant Ari Emanuel is a quiet partner in MRC. Thus, by casting WME-IMG  
 20 actors in MRC films, Def Emanuel profits both as an agent and as a studio owner. This  
 21 arrangement is a conflict of interest, in violation of CA Labor Code 1700.39.

22 49. In 2007, The New York Times published an article called "*Tilting The Balance of*  
 23 *Power Toward Talent Agency Clients*" (by Mike Cieply), which looked at Def Ari  
 24 Emanuel's questionable relationship with MRC. (Said article "Tilting The Balance of Power  
 25 Toward Talent Agency Clients" is attached as "**Exhibit G**" and is incorporated by  
 reference as if fully set out herein.) The article states:

26 ....representatives of several such companies said last week that they knew of no  
 27 firm that has pushed its alliance with an agency as far as Media Rights. Films  
 28 backed by the financier have included substantial talent from other agencies —  
 Brad Pitt and Cate Blanchett, stars of "Babel," are represented by Creative Artists.

1 But virtually all of the company's projects have been built around an  
 2 Endeavor-backed participant, like the actor Jude Law in "Sleuth," or Hugh  
 3 Jackman, in "The Tourist." According to Mr. Wiczuk and Mr. Satchu, the agency  
 owns a minority, nonvoting stake in their company, which they declined to specify.

4 50. Cieply also interviewed other established financiers who are wary of working with  
 5 Defs Emanuel, Wiczuk, Satchu and MRC because of these questionable arrangements.

6 ...some agents last week questioned whether Media Rights could be trusted not to  
 7 put their proprietary information in the service of Endeavor. Others wondered if  
 8 the Endeavor's ownership stake ran afoul of regulatory provisions in California  
 law or contracts with guilds.

9 "For us, financing opportunities are always exciting and interesting," said  
 10 Jeremy Zimmer, a partner at United Talent. Mr. Zimmer said that his agency has  
 11 not done business with Media Rights, but might do so if it was satisfied that the  
 company's ownership and influences were clear. "What becomes critical is who is  
 the management?" he asked. "What level of transparency are we going to have?"

12 Robert Jones, California's acting labor commissioner, whose office regulates  
 13 talent agents, said the state's labor code has a provision banning conflicts of  
 14 interest by agencies. The law, from a time when models were sometimes sent for  
 15 hair and makeup work by operators with a close connection to their agencies, says  
 that no agent may refer a client for services to any entity in which the agency has  
 a direct or indirect financial interest.

#### 16 17 THE FOUR (4) MAJOR EVENTS THAT SET UP THE CONSPIRACY(S):

18 51. The seeds of the Defendants unlawful actions were planted about two decades ago,  
 19 by 4 events: two of these events occurring in 1995, two occurring in 1999.

- 20 1. **In 1995** Def Ari Emanuel started Endeavor Talent Agency.
- 21 2. **In 1995** Edgar Bronfman Jr. (CEO of Seagram's) bought Universal Pictures.
- 21 3. **In 1999**, Jerrol LeBaron copyrighted the revolutionary screenwriter-to-  
 22 Hollywood-film-industry-professional website: **Writers' Script Network.com**;  
 23 going online March 2000; changing its name to "**InkTip**" (inktip.com) in 2003.
- 24 4. **In 1999** Defendant Modi Wiczuk wrote a revolutionary memo, titled "Another  
 25 New Ball Game," which sent Hollywood's powerhouses scrambling to create  
 26 the ethically questionable business model, postulated in Wiczuk's memo.

27 52. These four events require brief explanation to understand how they set the stage for  
 28 the Defendants' conspiracy(s).



**Event #1:****Def Ari Emanuel Comes To Power As CEO Of Endeavor, 1995**

53. In 1995 Def Ari Emanuel started Endeavor Talent Agency. Soon, his aggressive, unethical practices would make Endeavor the fastest growing talent agency in Hollywood.

**Event #2:****Edgar Bronfman Jr. Comes To Power At Universal Pictures, 1995**

54. In 1995, Canadian based “Seagram’s” (the giant beverage company) bought controlling interest (80%) of Universal Pictures, and Edgar Bronfman Jr. (Seagram’s heir, Canadian, McGill College graduate) became owner/CEO of Universal Pictures. Bronfman remained CEO of Universal Pictures even after Vivendi bought Universal in 2000. Bronfman stepped down as chief of Universal in 2001, BUT remained Vice-Chairman of the Board (likely to insure that Def Emanuel’s relationship to Universal remained in place) until December 2003; by then Def Emanuel’s role with Universal Pictures was well established.

55. To pay for Universal Pictures, Bronfman Jr. sold Seagram’s stake in Dupont (for \$9-billion). Most analysts and Seagram’s investors considered this a terrible business move, as Bronfman knew little about the film business.

**Note:**

56. In 1995, Bromfman and Def Ari Emanuel represented big changes in Hollywood, but the biggest change in 1995 was the advent of the **DVD**. DVDs represented huge new opportunities for producers and film companies; opportunities that would make movies FAR more profitable than ever before—but more profitable for producers, not talent agents. This likely increased Emanuel’s drive to become a producer or studio owner.

**Event #3:****The Advent Of Writers’ Script Network.com (InkTip.com), 1999**

57. In 1999, Jerrol LeBaron copyrighted his brilliant website **Writers’ Script Network.com**, (writersscriptnetwork.com), going online March 2000, and changing its name to **InkTip** and its location to **inktip.com** in 2003. Unlike all other screenwriter websites at that time (which either just posted screenwriter agents’ addresses, or just allowed screenwriters to post loglines or synopses, with no ability to connect the writers to

1 agents and filmmakers), LeBarons website promised something new. Based in Los Angeles  
 2 County, LeBaron invited Hollywood agents and filmmakers to join his network, and peruse  
 3 the works of thousands of undiscovered screenwriters. The site had great safeguards to  
 4 protect both the writers and industry professionals. Writers' Script Network.com required  
 5 all users to use their real names. Writers could not read other writers' work, as that would  
 6 only reduced the writers' safety. However, after registering, the **industry professionals**  
 7 could freely read any logline (a short description, 60 words or less) of any screenplay on the  
 8 website. If a professional wanted to read more, they could click on a link to read a  
 9 synopsis—and immediately the screenwriter would receive notification of the true identity  
 10 of who had accessed his work, when, and from where. If the professional wanted to read the  
 11 entire script, he/she would then need to contact the writer and request a script. Writers'  
 12 Script Network.com kept all records of access. **LeBarons's site was the new online**  
 13 **industry standard**; flawless in conception, safety and transparency.

14 **Event #4:**

15 **The Memo, 1999**

16 58. In 1999, only 27 years old, Defendant Wiczuk, the new Senior Vice President of  
 17 Production and Acquisitions at Summit Entertainment, LLC, sent out a memo titled  
 18 "Another New Ball Game". That memo sent Hollywood's unethical establishment  
 19 scrambling after massive new profits. Within a year, in 2000, Universal Pictures  
 20 (Bronfman) would steal Wiczuk away from Summit, making him VP of Productions. Two  
 21 years later, Def Ari Emanuel would make Wiczuk his partner at Endeavor Talent Agency.

22 59. In 2007, *Slate* remembered "the memo" in an article called "How An Agent Turned  
 23 His Pie-In-The-Sky Memo into A Reality". (Said "Slate" article is attached as "**Exhibit H**"  
 and is incorporated by reference as if fully set out herein.). Writer Kim Masters wrote:

24 ...The memo predicted the decline of the studios, with filmmaking talent as  
 25 the beneficiary. He also predicted that a management company with a lot of  
 26 big stars would start to produce and own films. "The most immediate and  
 27 pressing challenge would be to get the studios to carry the product," he said.  
 28 The likelihood of a studio boycott was remote, he said, because "**whichever**  
**studio was suffering at the time would probably break ranks in the name**  
**of short-term self-preservation.**" Hmm.

1 Michael Ovitz eventually tried to launch such a management company  
 2 and failed. But Wiczyn's memo said the agencies could also carry out the  
 3 change. "A similar structure could be created which complies with the  
 4 conflict-of-interest laws," Wiczyn wrote. "If [a] fund was created as a  
 5 stand-alone entity and the agency had an arms-length service contract, they  
 6 could avoid conflict-of-interest violations... Admittedly this is a delicate  
 7 issue and a tough deal to pull off, but it's certain someone would try it."  
 8 Why? The potential for enhancing agency commission was "too rich to  
 9 ignore." In fact, he said, an agency could double its annual revenues.

10 60. Wiczyn's psychopathy is on full display in those final lines of the article, as he  
 11 eagerly implies it is reasonable to behave without ethics—if the profits are "too rich to  
 12 ignore." But Wiczyn's prediction that "someone would try it" would soon prove correct.

13 61. But who would wander wayward with Wiczyn on this wicked walk?

#### 14 The Endeavor / Universal (NBCUniversal) / MRC Defendants:

##### 15 Ari Emanuel And His Secret Relationship With Universal:

##### 16 Emanuel Unites With Asif Satchu And Modi Wiczyn

17 62. In 1999, Def Ari Emanuel knew producers made the REAL money in Hollywood.  
 18 But, as a talent agent, he couldn't get in on the action—not legally (or not with his name on  
 19 the product), due to California's conflict of interest laws.

20 63. But Def Emanuel saw an opportunity. Defendant Emanuel had a **distribution**  
 21 **problem**. His talent agency (Endeavor) represented many directors, writers and actors, who  
 22 sometimes decided to make independent and experimental films, only to discover, later, that  
 23 their films could not get national or global distribution because the distributors thought the  
 24 films were not marketable. Thus, many of these films died early deaths.

25 64. Bronfman Jr., on the other hand, had a **talent problem**. Bronfman Jr. knew the  
 26 importance of getting marquee names on films. Big American studios crank out about 17  
 27 films a year. In this haste, sometimes the studios commit to bad screenplays that no big  
 28 actors will commit to, thereby dooming the films. But with just one or two big names  
 attached, these *inferior* films could increase their returns by tens of millions of dollars.

65. Bronfman Jr. was in trouble in 1998, and most of Hollywood knew it. Bronfman Jr.

1 came to power in 1995 with Universal in 4th place among the big six studios (20 Century  
 2 Fox, Disney, Paramount, Warner Bros., Sony Pictures, Universal Pictures). But only a year  
 3 later, 1996, Universal was in last place. Then last again in 1997. In 1998, even worse: last  
 4 place and Universal had one of its worst years ever, only a 5.9% market share. Stockholders  
 5 were restless. (*The Numbers* article “*Market Share for Each Distributor 1995-2017*” is  
 6 attached as “**Exhibit I**” and is incorporated by reference as if fully set out herein.)

7 66. In this tough time, Def Ari Emanuel likely approached Bronfman with a **proposal**.  
 8 Def Emanuel offered to put special effort into Universal Pictures’ films and would ask his  
 9 actors, writers and directors to give preference to Universal Pictures’ films. Emanuel also  
 10 likely offered to take a reduced agent’s fee. **In exchange**, Defendant Emanuel likely  
 11 received a percentage of the films and/or a of share of Universal’s stock, and an agreement  
 12 that Universal Pictures would distribute or provide production money for any reasonably  
 13 viable film Def Emanuel brought to Universal.

14 67. The agreement was made late 1998. The next year, 1999, Universal pictures would  
 15 have its best year since Bronfman arrived, climbing to 3rd place, with a 12.7% market  
 16 share. That was 1999—the same year Def Modi Wiczyn wrote his memo.

17 68. But after 3 years in last place (1996, 1997, 1998), Universal and Bronfman needed  
 18 an edge on the competition. Bronfman Jr. surely read Def Wiczyn’s memo. And January of  
 19 2000, Bronfman and **Universal Pictures** made Wiczyn their vice President of Productions.  
 20 (An article about Universal hiring Wiczyn is attached as “**Exhibit J**” and is incorporated by  
 21 reference as if fully set out herein.) Just as Wiczyn’s *memo* predicted—“*whichever studio*  
 22 *was suffering at the time would probably break ranks in the name of short-term*  
 23 *self-preservation*”—Universal was suffering, so Universal broke ranks and hired Wiczyn.

24 • 69. But Wiczyn had been Vice President of productions at Summit Entertainment,  
 25 AND Vice President of productions at Universal Pictures. Wiczyn was a producer. Why  
 26 would Defendant Ari Emanuel need a producer at a talent agency? Because Def Emanuel  
 27 was going into the production business with MRC **and** Universal Pictures.

28 70. When Def Ari Emanuel stole Wiczyn away from Universal Pictures there were no  
 hard feelings between Emanuel, Bronfman, and Universal Pictures, and nothing changed in

1 their arrangement. Def Emanuel continued to provide the talent and produciorial services for  
2 both MRC and Universal Pictures. Thus, in 2011, MRC would sign its first mega deal with  
3 Universal Pictures. And although Bronfman left Universal in 2001, Def Emanuel continues  
4 to do favors for Bronfman to this day (e.g., Def Emanuel and WME-IMG represent  
5 Bronfman Jr's daughter, Hannah Bronfman).

6

7

### Wiczuk's Memo Inspires A Conspiracy

8 71. The driving force behind Defs Emanuel's, Wiczuk's and Satchu's involvement in  
9 this conspiracy was to create the film production system outlined in Wiczuk's *memo*, to  
10 increase—maybe even double—profits. The conspiracy required only 3 or 4 players, with  
11 the right talents. Def Emanuel had connections to all the studios, and access to huge stars;  
12 Asif Satchu was a creative business force who specialized in distribution and networking;  
13 Modi Wiczuk was a proven financing, and film production prodigy. They had almost  
14 everything they needed—except good screenplays. But as a new “questionable” company,  
15 established writers were not inclined to work with this unscrupulous band.

16 72. A film production starts with acquiring a screenplay, a “property”. The Defendants  
17 knew that. They also knew good screenplays are hard to find, cost good money and are a  
18 risky investment. A bad director could ruin a great script, and even the best writers  
19 sometimes wrote bad scripts. In 2000, Def Wiczuk helped sell his brother's (Roe Wiczuk)  
20 screenplay to his former employer, Summit Entertainment. But the script was weak, thus  
21 never developed, and Roe Wiczuk never sold another script. “Variety” reported on this  
21 script sale in 2000. (Said Variety article is attached as “**Exhibit K**” and is incorporated by  
22 reference as if fully set out herein.) As a businessman, Wiczuk could sell anything—he sold  
23 his brother's script idea—without a name. But now, operating as *film producers* (or a  
24 *studio*), without an actual *good* script, or some good ideas, they couldn't get any project  
25 started. But so corrupt are the Defendants, that Def Wiczuk didn't mind selling his brother  
26 Roe's unnamed—probably inexistent—spec script to Summit, but family or not, Wiczuk  
27 and the other Defendants weren't going to invest a penny of their money into Roe's script.  
28 Again, the Defendants needed a good screenplay. But they wanted to reduce their risks.

1 73. Defs Emanuel, Satchu and Wiczuk knew ideas are not copyrightable; only unique  
 2 arrangements of ideas are copyrightable. If the Defendants had a method to access good  
 3 writers' work, they could extract the best of those ideas, then pay their own writers to turn  
 4 them into "new" screenplays, then produce and market those derivatives as their own.

5 74. The L.A. based Defendants were aware of Writers Script Network.com. As "industry  
 6 insiders" they had likely even received a call or email from Jerrol LeBaron. They wanted  
 7 something like Writers Script Network.com—but **without** the good security features.

8

9

### **The Trigger Street Defendants**

10

#### **Spacey's Career Sputters; Spacey Meets Brunetti;**

11

#### **The Conception Of The Trigger Street Social Network**

12

13 75. In 1994 Def Spacey learned Warner Bros intended to make a movie about the life of  
 14 Bobby Darin (eventually called "Beyond The Sea"). This was Spacey's secret dream role.  
 15 He offered to play the leading role, but the producers refused, believing Spacey was too old.

16

17 76. In 1995, Def Spacey's career soared with *Usual Suspects* and *Seven*. But in 1996 and  
 18 1997 Def Spacey was back to not getting solid leading-man roles.

19

20 77. This likely inspired Def Spacey to form his production company, *Trigger Street*  
 21 *Productions*, to make quality films with himself cast as the lead. But for the next 7 years his  
 22 production company floundered. The problem was getting a good screenplay.

23

24 78. Although in 1999 Def Spacey won an Academy Award for Best Actor (*American*  
 25 *Beauty*), 1999 would mark the beginning of a very difficult period in Spacey's career  
 26 (1999-2003). His production company would go 3 years without making a film (Jan 2000 to  
 27 Jan 2003). And worse, for some reason Hollywood would not invest much money in any  
 28 movie with Kevin Spacey cast as the lead. **Thus, Spacey's film budgets were far below**  
**the Hollywood average** (the average Hollywood budget in 2000 was about \$60 million):

25

1. *American Beauty*, 1999, **\$15 million budget;**

26

2. *The Big Kahuna*, 1999, **\$7 million budget;**

27

3. *Ordinary Decent Criminal*, 2000, **\$12 million budget;**

28

4. *Pay It Forward*, 2000, **\$40 million budget.**



1 79. Def Spacey's difficulty getting good roles, during this period, was likely due to his  
 2 terrible reputation around Hollywood as something of a hustler. In 1999, actor Val Kilmer  
 3 explained in a "Mr Showbiz" interview that in the 1970s Kevin Spacey, who was then a  
 4 young college student, tricked Kilmer's father out of \$18,000 for college tuition—but  
 5 Spacey, according to Kilmer, kept the money, dropped out of school, and never repaid  
 6 Kilmer's father. (Said "Mr. Showbiz" article is attached as "**Exhibit L**" and is incorporated  
 7 by reference as if fully set out herein.) Stories like Kilmer's, and a tabloid photo journal of  
 8 Def Spacey participating in a public indiscretion, contributed to Defendant Spacey's trouble.

9 80. But amid all of these struggles, somehow in 2000, Spacey was able to secure the  
 10 film rights to his dream project -Bobby Darin's life story. But since Def Spacey had no  
 11 production funding, he would wait almost 4 more years to make his movie.

12 81. It's possible that during these tough times, Defendants Spacey and Brunetti looked  
 13 around online for affordable scripts for Spacey's production company to film. Having no  
 14 luck, maybe this unlikely pair—a college dropout actor whose career was on life support,  
 15 and a cell phone salesman—suddenly and spontaneously conceived of a massive social  
 16 network for screenwriters and filmmakers. Then this pair inexplicably decided to reduce  
 17 security, and fill the site with fraudulent contracts. Possible, but Unlikely.

18 82. But just how TS was created doesn't negate the violations the Defendants committed  
 19 against Plaintiff (or against corporate best practices).

20 83. However, the Plaintiff believes TS was formed in a conspiracy most likely conceived  
 21 by Defendant Ari Emanuel, to enrich himself and his conspirators. *Elysium*, alone, earned  
 22 \$286,000,000, worldwide, theatrically. And it should have earned another \$570,000,000 in  
 23 home entertainment and TV, (typically, movies earn twice their theatrical total in home ent.,  
 24 TV, and auxiliary sales), for a total of **\$856,000,000**—almost a billion dollars. **This is why**  
 25 **setting up TS and Project Greenlight were so important to Def Ari Emanuel.**  
 26 **One GOOD script can easily earn a billion dollars—and one big TV show can earn far**  
 27 **more than that.**

28 84. With the preceding facts disclosed and explained, the Defendants conspiracy(s) and  
 additional unlawful actions can be more clearly understood.

**THE DEFENDANTS' CONSPIRACY BEGINS**

85. In 2000, shortly after the birth of **Writers Script Network.com**, Def Emanuel planned his own screenwriter/filmmaker website, but with minimal or no security features. He would use his WME clients, Defs Matt Damon and Ben Affleck, as the websites' spokesmen and alleged *conceivers*. In August 2000, Project Greenlight was born. (An Internet Archives screenshot of projectgreenlight.com—showing its origin time—is attached as “**Exhibit M**” and is incorporated by reference as if fully set out herein.)

86. Then misfortune struck Universal Pictures in 2000, and Def Ari Emanuel seized the occasion to launch a **second** website, allegedly conceived by Defs Spacey and Brunetti.

87. In 2000, Universal Pictures was in a bind. Universal was just a few months away from beginning to film “K-PAX” (based on Gene Brewer’s 1995 book, K-PAX) but they didn’t have a leading actor (after Will Smith and others prospective leading actors dropped out or declined). Smith and other actors and directors (with integrity) were likely dropping out due to rumours that Argentinian film director and screenwriter, Eliseo Subiela, learned about writer Gene Brewer’s 1995 book “K-PAX” and planned to sue Brewer and Universal Pictures for copyright infringement of Subiela’s 1986 film, “Man Facing Southeast”.

88. But Universal Pictures, indifferent about a small director from Argentina suing, decided to push forward, film, release, make a fortune, and fight Subiela in court, later.

89. By mid 2000, with little time to find a leading man, Universal Pictures was desperate enough to even consider casting Def Kevin Spacey in the leading role.

90. Defendant Emanuel could have just asked Spacey to take the leading role. Spacey would have leaped at the chance. But Spacey wasn’t an Endeavor client, so Def Emanuel would not have receive his casting fee. Def Emanuel was a businessman. As such, even though he needed a favor from Spacey, he was not going to just give Spacey a leading role. Emanuel wanted something in return. Def Emanuel knew Spacey’s career was in trouble.

91. So Def Emanuel asked Spacey about starting or endorsing a screenwriter/filmmaker social network—one with little or no security features. The conversation likely started with Defendant Emanuel simply asking Spacey how his career was going.



1 92. Def Spacey likely explained his recent career setbacks, and his hopes to one day film  
 2 Bobby Darin's life story. He may have explained that he had recently secured the rights to  
 3 his Bobby Darin film (*Beyond the Sea*), but had no funding to shoot his dream film.

4 **Quid Pro Quo:**

5 93. Upon hearing Spacey's career troubles, Def Emanuel asked Spacey for a favor. The  
 6 Plaintiff believes (as the evidence indicates), Defendant Emanuel asked Defendants Spacey  
 7 and Brunetti to design a social network for screenwriters and filmmakers; designed so that  
 8 ALL users could access ALL screenplays, anonymously. Spacey was only needed for his  
 9 celebrity value, to draw in members. (Some time later, in 2007, Defendant Emanuel likely  
 10 asked Spacey and Brunetti to include a counter-security feature, whereby if a screenplay  
 11 was removed from the website all of its access history would be erased.)

12 94. In exchange for agreeing to operate and/or endorse such a social network, Defendant  
 13 Emanuel likely promised Defs Spacey and Brunetti a few things in return:

- 14 • Spacey would star in K-PAX, a film with a solid \$68 million budget;
- 15 • Def Ari Emanuel would help arrange financing for Def Spacey's production  
 16 company to make Spacey's dream film, *Beyond the Sea*;
- 17 • Def Emanuel offered to help Spacey's production company arrange financing  
 18 and distribution (as needed) for Spacey's films, for the life of the TS social  
 19 network, and Emanuel would introduce Spacey and Brunetti to the financial and  
 20 distribution partners necessary for their production company to succeed;
- 21 • Emanuel would try to find Spacey a meaningful—perhaps *career defining*—role.

21 95. The agreement was made. Thus, September 2000, only one month after the birth of  
 22 Project Greenlight, **TriggerStreet.com (TS) was born.** (Internet Archives screenshot of  
 23 TriggerStreet.com, showing the origin time of TS is attached as “**Exhibit N**” and  
 24 incorporated by reference as if fully set out herein.) The probability that both of the world's  
 25 only celebrity-endorsed screenwriter/filmmaker social networks (TS and Project Greenlight)  
 26 coincidentally starting only a month apart seems infinitesimal.

27 96. But TS would remain a closed and inactive site for two (2) years, not having its  
 28 official “launch” party until 2002. This helped avert suspicion about the two sites starting so

1 close together, and kept TriggerSteet from competing with Project Greenlight (while Project  
2 Greenlight was gaining a user bas), and allowed TS to learn from Project Greenlight.

3 97. In November 2000, as agreed, Spacey began filming KPAX.

4 • 98. KPAX was released Oct 2001. It would be the first time **Universal Pictures**  
5 **ever** cast Kevin Spacey in a leading role (in fact, Universal had only ever cast Spacey in one  
6 film, a supporting role, ten years prior, in 1990's "Henry & June"). \*Spacey was most  
7 commonly cast in **Warner Bros** films and independent films. Casting Spacey to star in  
8 K-PAX, with **\$68 million budget**, at such a low point in his career, was almost  
9 inconceivable. (See page 18 for the budgets of other contemporaneous Spacey films.)

10 • 99. **Def Spacey wouldn't star in a film with a budget over \$40 million for five**  
11 **(5) more years** (Superman Returns). Spacey would only appear in one other Universal  
12 Pictures film, two years later, 2003, in *The Life of David Gale*—which was originally a  
13 Warner Bros property that Universal Pictures optioned. Spacey came with the deal.

14 • 100. A month after K-PAX was released, in November 2001, director/writer **Eliseo**  
15 **Subiela** (via Jason Laskay) **sued Universal Pictures**, Gene Brewer, et al, for plagiarizing  
16 his film *Man Facing Southeast*. The suit was eventually withdrawn when Subiela and  
17 Laskay could no longer afford to litigate against a giant corporation, like Universal Pictures.

18

19 **Trigger Streett (TS) Launches, November 2002**

20 101. After giving Project Greenlight two years to gain traction, November 2002, the  
21 Defendants prepared to launch TS. To attract the best undiscovered writers, the Defendants  
21 planned to generate "buzz" by throwing 3 huge TS "launch parties"; one in New York, one  
22 in Los Angeles, and one in **London**. (A photo of Kevin Spacey at the TS London Launch  
23 party is attached as "**Exhibit O**" and is incorporated by reference as if fully set out herein.)  
24 While in Britain, Def Spacey did interviews about TS. The Guardian featured a piece called  
25 "Cyber Spacey", in which writer, Sean Clarke, mocked Defs Spacey's and Brunetti's  
26 well-rehearsed lines. (Said Guardian article in which Def Spacey went to London to discuss  
27 TS is attached as "**Exhibit P**" and incorporated by reference as if fully set out herein.)  
28 Writer Sean Clarke wrote:

1 Spacey tells an anecdote about the original idea for the site, which is  
 2 essentially Brunetti's brainchild. He says they "came up with a sketchy plan,  
 3 which at the time..." and chuckles wryly, on which cue Brunetti take up the  
 4 story "... which at the time, we thought was great." They both shake their  
 5 heads ruefully. Later, I watch as the pair address a press conference, they  
 repeat the story, with exactly the same pauses, the same chuckle, the same  
 interruptions. It's beat-perfect, like a Mamet script.

6 102. And to generate even more buzz, before the website was launched, Budweiser  
 7 announced their corporate sponsorship of the TS social network.

8 103. Along with the sponsors, parties and interviews, to help repair Def Spacey's  
 9 reputation, the TS website posted a heartwarming story that Spacey started the social  
 10 network "to help undiscovered writers and filmmakers get industry access and exposure."

11 104. **TriggerStreet.com was "launched," and went online in November 2002**

- 12 • 105. Def Spacey held a New York Trigger Street **launch party** on Nov 11th, 2002.
- 13 • 106. Def Spacey held a Los Angeles TS **launch party** on Nov 18th, 2002.
- 14 • 107. Def Spacey held a London TS **launch party** on Nov 26th, 2002.

15

16 **After Trigger Street Officially Launched, Nov 11th, 2002,**

17 **The Following Events (Connecting The Defendants) Occurred:**

18 108. Within just three (3) months of TS's launch (Nov 2002), Spacey received three  
 19 (3) huge payments from Defs Emanuel and Universal Pictures (all in February 2003):

- 20 • 1. In February 2003, 3 months after TS launched, **Universal Pictures** distributed  
 21 Spacey's film "**The Life of David Gale**". This would be the last time Universal  
 21 Pictures would be involved in a Spacey film.
- 22 • 2. That same month, February of 2003, Spacey's production company would  
 23 magically get money to release and distribute its first movie in 3 years: "United  
 24 States of Leland". The film was distributed by Paramount Classics, and would  
 25 only be released in 14 theaters; losing millions, bringing in only \$344,000.  
 26 Likely, Universal Pictures wouldn't distribute the film, because after two bad  
 27 years, Universal was back in 5th place (second to last), and didn't want *United*  
 28 *States of Leland* to move them into last place.

- 3. That same month, February 2003, it was announced that production of Spacey's Dream film, "Beyond the Sea," was being fast-tracked—directed by and starring Spacey, produced by Spacey's production company, on a \$25,000,000 budget.

109. Suddenly, in the nadir of Spacey's career, inexplicably Hollywood was showing him tremendous support—when 4 of Spacey's previous 5 films were major money losers.

Footnotes:

- 110. Shortly after TS launched, in **2003**, Def Ari Emanuel gave Defs Asif Satchu and Mordecai Wiczky financing to start MRC.

- 111. December 2004, Beyond the Sea was released. It would be Spacey's **greatest failure**; costing \$25 million, but only earning \$8.4 million; losing over \$16,000,000.

#### **Additional Facts Regarding TS, and Connecting The Defendants**

- 112. Spacey's production company made no films for 3 years, January 2000 to January 2003: Ordinary Decent Criminal (**Jan 2000**, direct to DVD in USA), and United States of Leland (**Jan 2003**, released in only 14 theaters).

- 113. Since the launch of TS, Def Spacey's production company has made 22 films.

- 114. May 2005, 2.5 years after TS launched, Project Greenlight was effectively dead (no new contests for filmmakers or screenwriters). Killed by the success of TS. Oddly, the Project Greenlight website remained open, but inactive—no new contests, no new submissions accepted; just an open, inactive website, until 2015. (More on this.)

- 115. In 2006 Spacey held a TriggerStreet "RE-launch" party in Los Angeles.

- 116. 2007, Plaintiff's screenplay, Butterfly Driver, was posted and accessed on TS.

- 117. 2007-2009 TS secretly joined Bud.TV (Budweiser TV), without informing members or revising its Term of Use page. In a 2007 Anheuser-Busch announced it was launching Bud.TV, with TriggerStreet.com providing programming. (Said Bud.TV news release is attached as "**Exhibit Q**" and incorporated by reference as if fully set out herein.) Bud.TV's Wikipedia page shows that Defs Damon and Affleck (Project Greenlight), and Def Spacey (TS) all provided Bud.TV programming. (Said Wikipedia article is attached as "**Exhibit R**" and incorporated by reference as if fully set out herein.)

COMPLAINT

- 1       • 118. Feb 2009, the BBC reported Def Spacey hosted the Mofilm Film Festival, in  
2 Spain, where he boasted of TS's "**400,000 members around the world.**" (Said BBC article  
3 is attached as "**Exhibit S**" and is incorporated by reference as if fully set out herein.)
- 4       • 119. May 2010, "Deadline Hollywood" reported **Universal Pictures** and  
5 Def MRC announced a 20 picture, 5-year production and distribution deal. (Said "Deadline  
6 Hollywood" article is attached as "**Exhibit T**" and is incorporated by reference as if fully  
7 set out herein.) Thus, MRC's first mega-deal would be with **Universal Pictures**.
- 8       • 120. March 15th, 2011, **Netflix** and Def **MRC** (owned by Defs Emanuel, Wiczzyk  
9 and Satchu) announced their mega **\$100 million dollar**, two (2) season deal to produce the  
10 new series *House of Cards*, **starring Def Spacey**. Quietly, a few months later, July 2011,  
11 with a career defining role secured, Spacey moved TS to <http://www.labs.triggerstreet.com>,  
12 and began to use the web address [triggerstreet.com](http://www.triggerstreet.com) as his production company's website.
- 13       • 121. August 2013, the film *Elysium* was released. Recognizing the film as an  
14 Infringement of his work, the Plaintiff sued for copyright infringement, October 2013.
- 15       • 122. November 6th, 2014, six (6) days after the Plaintiff filed his Notice Of Appeal,  
16 Defs Spacey and Brunetti closed and destroyed the TS social network. This was done  
17 because the District Court based its MFSJ ruling on subordinate law (*Art Attacks Ink v MGA*  
18 *Entmt Inc.*, 581 F.3d ), rather than prevailing law (*L.A. Printex Industries. Inc. v*  
19 *Aeropostale, Inc.*, 102 U.S.P.Q.2nd (BNA)) cited by Plaintiff. Thus, the case was apt to be  
20 remanded for trial, where the Plaintiff would subpoena all TS site access records.
- 21       • 123. In 2015, almost immediately after TS closed, Project Greenlight (which had  
21 been **dead for 10 years**, came back to life, with a new **HBO TV show**, airing fall of 2015,  
22 featuring executive producers Defendants Matt Damon and Ben Affleck.
- 23       • 124. In 2016, HBO announced that the Project Greenlight TV show was cancelled.
- 24       • 125. In 2016, after the cancellation of the *Project Greenlight* TV show, and the  
25 closing of TS, with no way to gain access to original screenplays, **ProjectGreenlight.com**  
26 (the website) went active, again —**after 10 years of online inactivity**. With Defs Damon  
27 and Affleck at the helm, Project Greenlight began seeking new screenplays again.
- 28       • 126. In 2015, Dana Brunetti produced his **first** solo effort (without Spacey's

1 Production company, *Trigger Street Productions*), the film **50 Shades of Grey**. *50 Shades of*  
 2 *Grey* was, of course, distributed by **Universal Pictures**.

3

4 **Defendants Emanuel And Spacey Conspire To Keep Their Ties Secret**

5 • 127. Defendants Spacey and Emanuel seem to have gone to great lengths to keep their  
 6 relationship secret. Consider: On April 27, 2009, Defendant Ari Emanuel and Endeavor Talent  
 7 Agency (ETA) merged with the William Morris Agency (WMA), creating William Morris  
 8 Endeavor. **17 days later**, May 14, 2009, **after about 20 years with the William Morris**  
 9 **Agency**, Defendant Spacey signed with CAA (Creative Artist Agency). Defendant Spacey did so to keep  
 10 regulatory authorities and TS members from discovering Defendant Emanuel's conflicted  
 11 relationships with Spacey. (A New York Times article about the April 2009 merger of WMA  
 12 and Endeavor is attached as "**Exhibit U**" and is incorporated by reference as if fully set out  
 13 herein.) (A May 2009 Variety article about Defendant Spacey leaving WME is attached as  
 14 "**Exhibit V**" and is incorporated by reference as if fully set out herein.)

15

16 **Trigger Street Productions; Sound Point Capital Management (Defendants)**

17 128. In 2004, Time Magazine voted TS (the Trigger Street social network, at  
 18 www.triggerstreet.com) one of the 50 best websites on the internet. Defendant Brunetti, previously  
 19 an unknown, owes his success to the popularity of TS—which also helped resuscitated Defendant  
 20 Spacey's career. TS was so instrumental to Spacey's, Brunetti's, and their production  
 21 company's success that their production company, *Trigger Street Productions (TSP)*, would  
 21 not claim the TS web address (www.triggerstreet.com) until 2011, after Spacey secured the  
 22 leading role in *House of Cards*. In this way, Spacey and Brunetti used TS's popularity to  
 23 give TSP name recognition. Thus, TSP is a central Defendant in this suit. As Defendants Spacey  
 24 and Brunetti are both TS's and TSP's founder and CEO, respectively, TSP is complicit in all  
 25 of Defendants Spacey's and Brunetti's violations, detailed herein. Since Relativity Media acquired  
 26 TSP in 2016, then Relativity Media was acquired by UltraV Holdings (a joint venture  
 27 among funds managed by Sound Point Capital Management) in 2018, and UltraV provides  
 28 no known address; Sound Point Capital Management, LC is therefore a named Defendant.



1 **Sony Pictures' Email Leak Exposed Def Ari Emanuel's Secret Universal Pictures Ties,**  
 2 **His Unlawful Relationships With Sony Pictures' Ceo (M. Lynton),**

3 **and His Bullying, and Thuggish Methods**

4 129. Further confirming all allegation herein, after *Briggs v Blomkamp* moved to  
 5 appeals, in 2015, Wikileaks released thousands of Sony Pictures emails (previously released  
 6 in 2014, when North Korea hacked Sony Pictures). Countless news agencies carried the  
 7 story, and dissected the various storylines revealed by the leak. And the juiciest story of all  
 8 was the story of how Sony Pictures lost (or *passed on*) *Steve Jobs*, the movie.

9 130. All of the stories are similar: an insider's view of bunch of powerful Hollywood  
 10 producers, writers and directors negotiating the production budget of the film "Steve Jobs",  
 11 until the deal went bad and Sony Pictures gave up on the film. And right in the eye of the  
 12 storm is Defendant Ari Emanuel. (An articles from "Mashable.com" about said "Steve  
 13 Jobs" film emails is attached as "**Exhibit W**" and is incorporated by reference as if fully set  
 14 out herein.)

15 131. Many of the celebrities captured on Sony Pictures' email/text leak, at times,  
 16 behaved poorly; but no one behaved worse than Defendant Emanuel; brazen, thuggish, we  
 17 see him berate Sony Pictures' Chairman Amy Pascal, with impunity. And when the other  
 18 Sony execs learned of it, they only called Defendant Emanuel a *bully*—behind his back. No  
 19 one dared to confront Emanuel. But more surprisingly, through a tiny sliver of Defendant  
 20 Emanuel's emails (just those going into or out of Sony Pictures) we learn:

- 21 1. Def Ari Emanuel is a major film producer —in conflict with his role as a talent  
 21 agent, and in violation of California labor law.
- 22 2. Defs Emanuel and Bill Block, and Sony Pictures CEO and Chairman (then) Michael  
 23 Lynton are secretly (and unlawfully) business partners —co-owners of *Screenbid*.
- 24 3. Def Emanuel is also a film financier, or executive producer.
- 25 4. Def Ari Emanuel also arranges peripheral services for Sony Pictures (and others),  
 26 like making deals with Hasbro Toy Company.
- 27 5. Whenever necessary, Universal Pictures will distribute ANY film for Ari Emanuel.

28

**“Steve Jobs” Emails Confirm Def Ari Emanuel Is Secretly A Major Film  
Producer—and The True Producer Of “Steve Jobs”—not Scott Rudin**

132. Through the Sony Pictures’ hacked emails, we see the *Steve Jobs* film negotiation go on for about 8 months, then it begins to fall apart on October 16th, 2014, after Sony Pictures’ President of Business Affairs, Andrew Gumpert, sends Sony Pictures’ chairperson Amy Pascal, film producer Scott Rudin, Def Ari Emanuel, and WME co-CEO Patrick Whitesell a financing offer which the filmmakers felt was too low. October 18th, 2014, two days after Gumpert’s low offer, Scott Rudin, angrily responds:

2014-10-18 16:09:38 Re: wwbo bumps/jobs From: Scott Rudin  
<sr@scottrudinproductions.com> To: pascal, amy  
gumpert, andrew amanuel@wmeentertainment.com  
pwhitesell@wmeentertainment.com

**SCOTT RUDIN:**

“You have NO risk in the movie but WE should have risk? You lay off every cent except what you choose to keep and WE should then also fund you --- that's how this should work?

I cannot believe you're serious. What idiot would make this deal? The presumption that five Oscar winners would be desperate enough to give up all value for their services and then also risk the baseline bargain-basement fees on top of it is beyond comprehension.

Every single movie like this that we have made for you has worked. And you think this is fair?”

133. At Rudin’s words, Def Ari Emanuel, who purports to the world that he is just a talent agent, would then take over the email exchange—seemingly eager to bully a woman.

On Oct 18, 2014, at 9:15 AM, From: Ariel Emanuel  
<AEmanuel@wmeentertainment.com> To: pascal, amy  
sr@scottrudinproductions.com gumpert, andrew  
pwhitesell@wmeentertainment.com

**ARI EMANUEL:**

“This offer is fucking bull shit. Give us the movie back. You you guys in the business. No other studio would even ask for this. Pass”

134. Def Ari Emanuel immediately establishes and retains dominance and control of the matter for the remainder of the negotiation, and Scott Rudin would remain quiet and subordinate to Def Emanuel. But the key detail in this email is that Def Emanuel has the authority to say “Pass,” meaning: *‘we choose NOT to do business with you, we will find*



1 *another partner.* No mere talent agent can usurp that power from the producer. Scott  
2 Rudin put Ari Emanuel on that email chain because Ari Emanuel is the true producer.

3 135. The exchange goes on. Sony Pictures' chairperson Amy Pascal writes:

4 On Oct 18, 2014, at 10:18 AM From: Amy\_Pascal@spe.sony.com  
5 To: aemanuel@wmeentertainment.com  
6 sr@scottrudinproductions.com gumpert, Andrew  
pwhitesell@wmeentertainment.com

7 **AMY PASCAL:**

8 "Can we please deal with this Monday  
9 Maybe we all get in a room and close it up"

10 136. But Def Ari Emanuel will not be silenced by Ms Pascal's request to wait until  
Monday. He replies five minutes later:

11 On Oct 18, 2014, at 10:23 AM, From: Ariel Emanuel

12 <AEmanuel@wmeentertainment.com> To: pascal,  
13 amy sr@scottrudinproductions.com gumpert,  
14 andrew pwhitesell@wmeentertainment.com

15 **ARI EMANUEL:**

16 "Whatever

17 **You guys ask us to find financing. Scott, Patrick and myself get**  
18 **Modi** and we still get no respect. Amy, this is not what you want to  
19 hear - but this NEVER happens and any other studio. In fact they  
then would go out of their way to make a proper deal.  
Even Harvey.  
Monday is fine."

20 137. With that statement Def Ari Emanuel admitted he found film financiers for *Steve*  
21 *Jobs*, which is strictly a producer's or an executive producer's job. Def Ari Emanuel also  
21 generously (and falsely) shares credit with Rudin and Whitsell for getting Def Modi Wiczuk  
22 to help with financing—to make Rudin and Whitsell feel more significant in the exchange,  
23 and to the process. But, again, Defs Modi Wiczuk and Ari Emanuel had/have been business  
24 partners since 2002 (at Endeavor and MRC); thus, getting Def Modi Wiczuk involved was  
25 entirely Def Ari Emanuel's doing. Amy Pascal responds to Def Emanuel's provocation:

26 On Oct 18, 2014, at 10:51 AM, From: Amy\_Pascal@spe.sony.com  
27 To: aemanuel@wmeentertainment.com  
28 sr@scottrudinproductions.com gumpert,Andrew  
pwhitesell@wmeentertainment.com

1 **AMY PASCAL:**

2 “arithmetic is totally unnecessary we are in a negotiation we have all been  
3 doing this a long time we want to make money you want to make money  
4 for yourselves and your clients this has nothing to do with respect and to be  
5 fair and it's a credit to the movie that Scott put together there are more  
6 financing partners than we know what to do with here.... that's not the  
7 issue... we are the only major studio that even tries to make these kind of  
8 moves don't make it harder than it is the tone is really uncalled for and  
9 unfair and doesn't help get things done amy”

10 138. Through all of this, Scott Rudin never commented or told Def Ari Emanuel to  
11 disengaged. That is not his place. Ari runs the show. Def Ari Emanuel replies:

12 2014-10-18 10:58:41 Re: wwbo bumps/jobs From: Ariel Emanuel  
13 <AEmanuel@wmeentertainment.com> To: pascal, amy  
14 sr@scottrudinproductions.com gumpert,  
15 andrew pwhitesell@wmeentertainment.com

16 **ARI EMANUEL:**

17 “Ok not true. Other studios make these movies”

18 139. Def Ari Emanuel was alluding to Universal Pictures, who would produce any film  
19 Def Emanuel suggested. Texting stopped for 7 or 8 hours, until Def Ari Emanuel resumed.

20 2014-10-18 16:20:47 From: aemmanuel@wmeentertainment.com  
21 To: gumpert, andrew sr@scottrudinproductions.com,  
22 pwhitesell@wmeentertainment.com, pascal, amy

23 **ARI EMANUEL:**

24 “In the real world when some one either risks something or gives something  
25 up they get something in return. You guys seem to think we should be  
26 honored just to be in business with you based on your offer. Why?”

27 140. After this, the negotiation disintegrated over the next 4 weeks. The last email from  
28 Def Emanuel to Amy Pascal was sent November 11, 2014, when Emanuel abruptly asked:

2014-11-14 22:57:02 From: aemmanuel@wmeentertainment.com  
To: pascal, amy

**ARI EMANUEL:**

“Is business affairs calling me so I can take this to Fox  
Searchlight officially?”

141. With that statement Def Emanuel confirmed that, in addition to producing, he even  
arranges distribution. In the text, Def Emanuel asks Amy Pascal if Sony Pictures' President

1 of Business Affairs, Andrew Gumpert, is going to call to let him know if Sony wants *Steve*  
 2 *Jobs*. Def Emanuel was bluffing that Fox Searchlight had agreed to take the film. He never  
 3 had a deal with Searchlight. He was just playing hardball; trying to get Sony to offer more  
 4 money, and keep them clueless about his relationship with **Universal Pictures**.

5 142. The deal dragged on over 8 months. Three weeks before the previous exchange,  
 6 Sony Pictures' Andrew Gumpert, spotted Def Emanuel's chicanery and bad motives. In an  
 7 email to Sony Pictures execs Lynton, Pascal, and Doug Belgrad; Andrew Gumpert wrote:

8 2014-10-18 16:59:16 From: Andrew Gumpert  
 9 To: lynton, michael; pascal, amy; belgrad, doug

**Andrew Gumpert:**

10 "The fact is there is only so much in the kitty. Unless the movie  
 11 massively breaks out they can never make real money, nor can we  
 12 and our investors. They have a 50pt pool with the best definition and  
 13 5m of box office bonuses. **Do they want to make MORE than the**  
 14 **equity? I think they do.** There is a huge philosophical gap (given  
 15 the rude and insolent responses from Ari and Scott)..."

16 143. Andrew Gumpert knew something was wrong, because Def Ari Emanuel and Scott  
 17 Rudin were not adhering to established guidelines.

18 144. Michael Lynton, CEO of Sony Pictures, does not responds to Gumpert —because  
 19 Def Ari Emanuel is his close friend and his secret business partner in Screenbid.

20 145. The Sony Pictures' email hack revelation of Emanuel's secret business relationship  
 21 with Lynton is surely why Lynton was out as Sony Pictures' CEO by January 2017.

**Steve Jobs Film's Not-So Surprising Twist Ending:**

22 146. In the end, Fox Searchlight never touched "Steve Jobs," of course.

23 147. Def Ari Emanuel had just been playing the ace up his sleeve; trying to push the price  
 24 of the film above market value, to increase his profit margin. He didn't need Sony Pictures  
 25 to give him standard market value for "Steve Jobs", he could get standard value from  
 26 Universal Pictures. When the maneuver failed, and Sony Pictures backed out, Def Ari  
 27 Emanuel took the film to the studio that has helped distribute his films, since around 1999.

28 148. On September 5th, 2015, 10 months after Sony Pictures declined on "Steve Jobs",  
 after so much posturing and tumult, **"Steve Jobs" was distributed by Universal Pictures.**

**Sony Pictures Emails Show Defs Emanuel, Block & Sony Pictures' Ceo****(M. Lynton) Maintain Unethical Relationships,****As They Co-own "Screenbid" Together (A Conflict Of Interests)**

149. The *Steve Jobs* emails reveal Defs Emanuel and Bill Block were in a secret and illegal business relationships with Sony Pictures' (then) CEO Michael Lynton, as co-owners of Screenbid (in violation of Cal Business and Professions Code §17000, et seq, which makes unfair practices illegal). Thus, the Defendants profited as business owners, AND as secret business subcontractors. These unlawful relationships are revealed when Def Ari Emanuel writes Lynton to ask Lynton to check on *Screenbid*.

On Dec 3, 2013, at 3:11 PM, From: aemanuel@wmeentertainment.com  
To: lynton, michael;

**ARI EMANUEL:**

Michael -

What are we doing on Screenbid? We had success on our early tests, nothing since. You guys own a piece of this company, we've had nothing since our early success. We have to keep the engines going.

150. In the text above, Def Emanuel's and CEO Michael Lynton's joint ownership of Screenbid is confirmed by the use of pronouns "we" and "our." Def Emanuel asks "What are we doing..." Then he states "We had success on our early tests..." Then, pressing Lynton to take responsibility, he reminds Lynton that Lynton—and Block—also own shares of Screenbid, stating, "**You guys own a piece of this company...**" Then, Def Emanuel exhorts Lynton to action, saying: "We have to keep the engines going."

151. These are not the messages of quiet stockholders. These men are active owners.

152. Sony Pictures' CEO, Michael Lynton is quite a bit wiser than Def Emanuel, and does not reply to Emanuel through his Sony Email account, understanding they are engaged in an unlawful enterprise. But 11 months later, 10/31/2014, Def Bill Block, the CEO of Screenbid, not-so-wisely emails Def Emanuel and Lynton (to Lynton's Sony email address) to give his partners a business report, pasted below his reply text. Block's reply email reads:

2014-10-31 00:35:37 FW: SCREENBID AUCTION UPDATE  
From: bblock@qedintl.com To: aemanuel@wmeentertainment.com  
michael\_lynton@spe.sony.com

**BILL BLOCK:**

COMPLAINT

1       Going well gentlemen.  
 2       Bill  
 3       From: Jeffrey A. Dash [mailto:jdash@screenbid.com]  
 4       Sent: Monday, October 27, 2014 10:13 AM  
 5       To: Bill Block  
 6       Subject: SCREENBID AUCTION UPDATE  
 7       AUCTION UPDATE:  
 8       TRUE BLOOD: (HBO) We are winding down aftermarket sales and  
 9       fulfillment and are on schedule to present audited reports to HBO  
 10       accounting within 14 days.  
 11       SONS OF ANARCHY: (FOX) We visited the set on Friday 10/24/14 and  
 12       met with the department heads for props, wardrobe, transportation and set  
 13       decoration. They are scheduled to wrap next week and we will take delivery  
 14       by 11/5/14, immediately inventory and shoot. Writing began about 2 weeks  
 15       ago The auction is scheduled to go live on 12/01/14 and bidding will end on  
 16       12/10/14. Fulfillment time will be tight. In order to get everything shipped  
 17       prior to XMAS we will have extra staff in place to facilitate..."

13       153. Defs Emanuel, Block, and Sony Pictures' CEO Lynton unlawfully profited as  
 14       Screenbid's owner. Lynton diverted Sony Pictures' assets, to auction them on Screenbid,  
 15       where Lynton, Emanuel and Block profited as Screenbid owners. These secret and unlawful  
 16       relationships are why Sony Pictures did not properly vet Def Blomkamp's Elysium script.

18       **Sony Emails Show Def Emanuel Performs Producorial Services:**

19       **Calling Sony Picture Execs To Arrange Hasbro Deal**

20       154. On March 28, 2014, Def Emanuel emailed Def Sony's Pictures' Chairman, Amy  
 21       Pascal, to close a co-financing deal with Hasbro. Def Emanuel's email reads:

21                       2014-03-28 re: HASBRO Animation deal  
 22                       From: aemmanuel@wmeentertainment.com  
 23                       To: amy\_pascal@spe.sony.com; michael\_lynton@spe.sony.com  
 24       **ARI EMANUEL:**

24       "HASBRO Animation deal  
 25       Amy & Michael -  
 26       We have sent Ronni our proposal for the animation co-financing deal.  
 27       Please take a look when you get a chance and lets lock this down.  
 28       Ari

155. Talent Agents don't arrange co-financing deals with Hasbro —producers do.

**Sony Emails Show The Defendants Committed Numerous****Acts Of Concealment During Discovery In Briggs V Blomkamp**

156. The Sony emails show (in an exchange between Def Wiczuk, Amy Pascal and Simon Kinberg) that Kinberg (the Defs' agent) committed perjury answering interrogatories in *Briggs v Blomkamp*, as Kinberg falsely stated that he merely gave the Elysium Script a "polish", when, in fact, he gave the film a massive rewrite and re-edit. (A portion of said Sony Pictures emails, with explanatory notes, are attached as "**Exhibit X**".)

157. Additionally, During *Briggs v Blomkamp* discovery, the Defendants willfully suppressed evidence and violated Rule 37, by failing to have one of their employees (Lee Smith) respond to an interrogatory. This incident concerns Def Blomkamp effort to erase incriminating evidence from Elysium, with editor Lee Smith's assistance. Plaintiff brought this matter to the Court, and it was briefly attended in a teleconference with magistrate Laurel Beeler, but Plaintiff had to abandon the matter as moot, due to time constraints, as motions for summary judgment and replies were due.

**MRC & Sony Pictures Neglected To Do Basic Due Diligence,****Buying The Rights To Elysium, Without Even Reading A Script**

158. Def Neill Blomkamp filmed *District 9* (2009) without a screenplay. District 9's star, Sharlto Copley, has given many interviews discussing the fact that he improvised every line of the film—such as the interview he gave *USA Today* in 2011. (Said USA Today article with Sharlto Copley is attached as "**Exhibit Y**" and is incorporated by reference as if fully set out herein.) Due to Def Emanuel's inappropriate relationship with Sony Pictures' CEO Michael Lynton and Def Bill Block (QED), Emanuel was able to get QED and Sony Pictures (and subsidiary *TriStar*) to produce and distribute *District 9*, without a screenplay—using only Def Blomkamp's notes. Countless writers and fans, in online forums, have tried to find a copy of a *District 9* script. All have failed. (NOTE: The fact that *District 9*—a film without a script—was absurdly nominated for an Academy Award for *Best Screenplay*, suggests Def Emanuel exerted his influence with the Academy's Board of Governors.)

159. Similarly, MRC and Sony Pictures bought the film and distribution rights to



1 *Elysium* from Def Blomkamp, without ever reading a screenplay.

2 160. Sony Pictures bought the rights to *Elysium* in a hasty meeting in 2011. In this well  
 3 documented meeting MRC and Def Blomkamp displayed 50-60 concept art paintings of  
 4 scenes from Blomkamp's proposed film. The art was so persuasive that Sony Pictures  
 5 agreed to buy the rights, immediately, never bothering to read the script.  
 6 HollywoodReporter.com reported the details of the stunningly hasty meeting between  
 7 Blomkamp, MRC and Sony Pictures —on the very day it occurred, January 19, 2011.  
 8 MRC scheduled meetings with several other distributors that same day, but Sony Pictures  
 9 was so rushed and eager to buy the film that MRC canceled all other distribution meetings  
 10 scheduled that day. The Hollywood Reporter article carefully reports the "art designs" that  
 11 secured this deal, but never mentions a "screenplay" or a "script". (Said Hollywood  
 12 Reporter article about Blomkamp and MRC closing the deal with Sony Pictures is attached  
 13 as "**Exhibit Z**" and is incorporated by reference as if fully set out herein.)

14 161. This same meeting and concept art were also recounted in the book "*Elysium: The*  
 15 *Art of the Film*" —a book primarily made up of interviews with Def Blomkamp, himself.  
 16 On August 6th, 2013, Deep Focus Review (deepfocusreview.com) reviewed the book  
 17 *Elysium: The Art of the Film*. (Said Deep Focus Review article is attached as "**Exhibit AA**"  
 18 and is incorporated by reference as if fully set out herein.) Upon interviewing  
 19 Blomkamp, the Deep Focus Review article revealed that Defs Blomkamp and MRC staged  
 20 50-60 concept art paintings "and set them against the screenplay", explaining:

21 "On the strength of these images—not to mention the strength of his first film,  
 21 *District 9*—he garnered himself a \$100 million budget and signed stars Matt  
 22 Damon and Jodie Foster."

23 162. The Defendants used the amazing artwork to strategically distract attention from  
 24 the flawed screenplay—and Sony Pictures took the bait. An hour later a \$100 million deal  
 25 was made, and no executive from Sony Pictures ever read the script. Def MRC (and Defs  
 26 Emanuel, Wiczyk, Satchu and Blomkamp) did not do due diligence because they stood to  
 27 make millions. Sony Pictures did not do due diligence because their corporate practices  
 28 were poor, and CEO Michael Lynton had a secret business partnership with Def Emanuel.



**Defendants Take Extreme Measures****To Hide and Protect Their Stolen Screenplay**

163. Def Blomkamp's script was so riddled with evidence of misappropriation that Defs Blomkamp, MRC and Sony Pictures took extreme measures to protect the script during film production. The website Games Radar (gamesradar.com) interviewed one of Elysium's star, **Jodie Foster**, who revealed the producer's paranoia as she explained she wasn't allowed to possess a script. (Said Games Radar interview with Foster is attached as "**Exhibit BB**" and is incorporated by reference as if fully set out herein.) Jodie Foster said:

"They won't even give me a screenplay. I've read it, but they won't give me one to physically keep in my home 'cause they're so worried about everybody."

164. The fact that Sony Pictures and MRC committed \$100 million to a movie **without reading a screenplay**, then invested millions to keep the screenplay secret defies reason. This was done to keep the Plaintiff from learning details of the film's plot before it was released, to prevent the Plaintiff from getting an injunction to stop production.

165. Had Sony Pictures observed standard best practices and done due diligence, they would have read Blomkamp's screenplay. Then they would have seen his unfocused ideas, plot problems, story weakness, and his poor mechanics. These shortcomings should have raised red flags that Blomkamp's story was likely misappropriate, thus killing the deal.

**Sony Pictures' Email Hack Shows The Defendants' Extreme Efforts****To Hide Their Infringement Of Plaintiff's Work,****And Confirms The Defendants Committed Perjury in Briggs v Blomkamp**

166. When Sony Pictures finally read Blomkamp's screenplay, seeing his poor writing skills and disjointed ideas, they hired writer/producer Simon Kinberg, who Def Wiczky described as a "fixer" (a term Wiczky borrowed from Jeff Rovin, expert witness in Briggs v Blomkamp). In a 2014 email to Sony Pictures Chairperson, Amy Pascal. Wiczky wrote:

2014-10-27 13:36:12 Fwd: CHAPPIE NOTES  
From: [mwiczky@mrcstudios.com](mailto:mwiczky@mrcstudios.com) To: pascal, amy

**MODI WICZYK:**

“hi!so i asked si to share all the notes hes wanted to do, in detail, for weeks but hasnt been able to do.it lines up w what everyones saying. great detail and very specific.he also included rachels document and merged it.**simon is a fixer and a logician** and i want him to trest this like hes been brought in to doctor it on some level, and he does too. nb has been ignoring him the past few weeks after listening to him up until then. dont know why, dont care. its our turn now.i told doug that we should leave the mtg telling thema. timeline for seeing new stuff b. possibly do a parallel more radical cut to play w thebig first act and religious note.c. first "basic" cut should do all cuts in the notes, deal w ending. see you at 9.”

167. A company has a responsibility to observe best practices and do due diligence, to be sure their products are what they allege: original works. Having a CEO at Sony Pictures who is secret business partners with the CEO of a talent agency subcontractor (WME) is not a best practice. Failing to read a screenplay before buying the rights to that screenplay is not doing due diligence. Hiring a “fixer” (Kinberg) to disguise infringement is not a best practice. Rather, these are the methods of corrupt, mob-like conspirators.

168. Further, during discovery in *Briggs v Blomkamp*, the Plaintiff asked the Defendants for all documentation of their due diligence to make sure Elysium was not an infringement. The Defendants did not, would not, and could not produced such documentation.

169. **NOTE:** In *Briggs v Blomkamp*, in his first amended complaint (FAC), the Plaintiff informed the Court that Daniel Loeb (billionaire CEO of Third Point, Sony’s largest shareholder, 7%) advised Sony Corporation that Sony Pictures needs greater scrutiny, and said Sony Pictures lacks *transparency, accountability* and *discipline*.

**Defendant Blomkamp Gets Caught Lying To The World**

**About His “Aliens 5” Script (Which Also Did Not Exist), In 2017**

170. Just as Def Blomkamp sold Elysium to Sony Pictures without a screenplay, Blomkamp recently tried to sell his idea for a fifth “Aliens” franchise film, without a script—but this time he did it openly, for the world to see. Unfortunately, in the process, he induced several other Hollywood notables into his strange world of lies.

171. On January 2nd, 2015, Def Blomkamp shared some “Aliens” concept art on his

1 Twitter account, and expressed his hope of one day shooting the film. Soon dozens of  
 2 Blomkamp fans began spreading the word that Def Blomkamp was out to make the fifth  
 3 Aliens film, documented in an article on Nerdist.com. (Said article from Nerdist.com is  
 4 attached as “**Exhibit CC**” and is incorporated by reference as if fully set out herein.)

5 172. July 2016, ScreenRant.com reported that Sigourney Weaver and James Cameron  
 6 were out praising Blomkamp’s script. (Said ScreenRant article is attached as “**Exhibit DD**”  
 7 and is incorporated by reference as if fully set out herein.) Sigourney Weaver said:

8 **“There is an incredible script by Neill. I didn’t want to do a fifth one. I**  
 9 **thought going to earth wouldn’t be fun. I got this script that was amazing...”**

10 173. And director James Cameron applauded the script:

11 **Director James Cameron (*Avatar*) then went on to throw in his two cents,**  
 12 **saying that Blomkamp’s is “a very strong script” and “works gangbusters.”**

13 174. “Gangbusters.” Then, in April 2017, ScreenCrush.com reported that director Ridley  
 14 Scott (owner of the Aliens franchise) announced there would be no *Aliens 5*. Mr. Scott  
 15 explained Def Blomkamp **never even had a script**. (Said Screen Crush article is attached as  
 16 “**Exhibit EE**” and incorporated by reference as if fully set out herein.) Ridley Scott stated:

17 **“I don’t think it will ever see the light of day. There was never a script.**  
 18 **Just an idea that evolved from a dozen or so pages.”**

19 175. So *Aliens 5* will never be made. By following best practices and doing the due  
 20 diligence of asking to see Defendant Blomkamp’s script before signing the contract, Ridley  
 21 Scott foiled Defendant Blomkamp’s half-baked plan of making an *Aliens* franchise film  
 21 without a script.

22 176. NOTE: In 2011, director James Cameron (who was publicly humiliated after he said  
 23 Defendant Blomkamp’s nonexistent *Aliens 5* script “works gangbusters”) was sued by Brant  
 24 Moore, who alleged Cameron’s film *Avatar* was an infringement of Moore’s work (Moore v.  
 25 Lightstorm Ent., Inc.). In that matter, Cameron’s legal team also hired “fixer” Jeff Rovin to  
 26 submit an expert report to the court. The Plaintiff suspects that in that matter too, Rovin’s  
 27 expert report was falsified.

28

1                    **The Defendants Hired An “Expert,” Who Falsified His Report,**  
 2                    **Then Went On Fox News To Admit He Was A Professional “Fixer”**

3            177. In a surreal, mobster-like twist, in *Briggs v Blomkamp*, rather than hiring one of  
 4 California’s thousands of intellectual property attorneys for an expert witness, the Defs  
 5 hired Jeff Rovin, a high school-educated New York “fixer” (Rovin’s self description).

6            178. Two years after *Briggs v Blomkamp* went to appeals (October 19, 2016), Rovin  
 7 confessed to the *National ENQUIRER*, then confessed (on **Fox News’** telecast of *Hannity*,  
 8 Oct 24, 2016, hosted by Sean Hannity) that he was a professional “fixer” for president Bill  
 9 Clinton, during Clinton’s presidency. Rovin admitted to writing false “smear” reports on  
 10 people who disparaged President Bill and Hillary Clinton, then he published these smear  
 11 articles in tabloid newspapers. Rovin’s interview with Hannity can be seen at  
 12 <https://www.youtube.com/watch?v=L3mzoKuFN5o>. The story carried in many publications,  
 13 including The Daily Beast. (Said Daily Beast article is attached as “**Exhibit FF**” and is  
 14 incorporated by reference as if fully set out herein.) (Said National ENQUIRER article is  
 15 attached as as “**Exhibit GG**” and is incorporated by reference as if fully set out herein.)

16            179. Rovin also admitted that he bribed the victims of his smears to stay quiet.  
 17 Shockingly, Rovin said the bribes were so effective that they rarely needed to resort to other  
 18 measures. Rovin said, “**Most of the time** it was just money, it never had to be any threats.”  
 19 Absently, Rovin admitted threats—or worse—might ensue if the money wasn’t accepted.  
 20 This is the man the Defs and their attorneys proffered as an upstanding, trustworthy expert.

21            180. Sean Hannity summarized Rovin’s work, saying, “Smearing happened. Money was  
 21 paid. Orders were given. You were to go out and damage the reputation of people like  
 22 Monica Lewinski.”

23            181. Rovin modestly agreed with Hannity’s assessment, stating, “It was a team effort.”  
 24 Rovin went on to explain he had worked as a “fixer” many times in the past.

25            182. In *Brigg v Blomkamp*, the Defendants paid Jeff Rovin \$50,000 as a “fixer”, to use  
 26 his literary talents to lie, falsify and commit fraud. Rovin’s fraud was so extensive that the  
 27 Plaintiff moved the court to exclude Rovin’s *expert* report, as Rovin had falsified citations  
 28 and fabricated evidence to substantiate his own claims. (Said Motion to Exclude is attached

1 as “**Exhibit HH**” and is incorporated by reference as if fully set out herein.)

2 183. The fact that the Defendants knew such a sinister man is stunning. When asked how  
3 he came to be involved with the Clintons, Rovin explained that the Clintons became aware  
4 of Rovin because he was “**fixing something for an actor who was in their** (the Clinton’s)  
5 **inner circle.**” Rovin does not identify who this person was, but during the time Rovin was  
6 involved with the Clintons (1993-1998), **Rahm Emanuel** was senior adviser to President  
7 Clinton (1993-1998). Rahm Emanuel is Defendant Ari Emanuel’s brother.

8

9 **Final Note Re Universal Pictures/NBCUniversal**

10 184. Universal Pictures was originally expected to be the studio to distribute *Elysium*.  
11 After seeing the extent of Blomkamp’s infringement of the Plaintiff’s script, Def Emanuel  
12 likely decided to protect Universal from risk. Thus, the Defs took *Elysium* to Sony Pictures.  
13 (An MTV.com article from 2011, mentioning Universals Pictures’ expected involvement in  
14 *Elysium* is attached as **Exhibit II**, and incorporated by reference as if fully set out herein.)

15

16 **CONCERNING INJURY & DAMAGES**

17 185. The Defendants’ unlawful and unethical actions caused the Plaintiff various  
18 (emotional, monetary, reputational, creative, professional, physical, etc.) injuries. The extent  
19 of many of the injuries will never be known. For example:

- 20 a. The Defendants’ spoliation of evidence (destroying the TS social network)  
21 simpedes Plaintiff’s ability to defend his copyright protected property, if the U.S.  
21 Supreme Court remands *Briggs v Blomkamp* for trial.
- 22 b. The Defendants efforts to cheat the judicial process (hiring *fixer*, etc.) in *Briggs v*  
23 *Blomkamp*, resulted in the Plaintiff losing substantial, rightful damages.
- 24 c. The impact of the Defs’ infringing exportation cannot be calculated, as it is possible  
25 the Plaintiff’s work may have been misappropriated in countless foreign markets.

26 186. For these reasons, and due to the Defendants’ established willingness to deceive the  
27 Court, an accounting of Defendants profits and records is necessary to assess damages.

28

**CLAIMS FOR RELIEF****FIRST CLAIM FOR RELIEF****CIVIL CONSPIRACY**

Define By CACI 3600

**(Against All Defendants)**

187. The Plaintiff hereby realleges, and incorporates by reference, paragraphs 1 through 198, as if fully set out herein.

188. The Defendants engaged in Civil Conspiracy (as defined and provided for under California Civil Jury Instructions 3600)

“A conspiracy may be inferred from circumstances, including the nature of the acts done, the relationships between the parties, and the interests of the alleged coconspirators. [Name of plaintiff] is not required to prove that [name of defendant] personally committed a wrongful act or that [he/she] knew all the details of the agreement or the identities of all the other participants.”

*California Civil Jury Instructions, 3600.*

189. California "Plain Language" Jury Instructions defines “conspiracy” as follows:

“A conspiracy is an agreement by two or more persons to commit a wrongful act. Such an agreement may be made orally or in writing or may be implied by the conduct of the parties.”

190. The Defendants engaged in one large conspiracy, which was comprised of five smaller conspiracies, which resulted in injury to the Plaintiff. In the execution of these conspiracies, the Defendants conspired to commit the following civil infractions and/or violations: Breach Of Contract, Fraud and Intentional Misrepresentations, Fraudulent Deceit, Fraudulent Concealment, Negligence, Gross Negligence, Willful Suppression Of Evidence, Spoliation Of Evidence, Violations Of California Labor Code, Copyright Infringement, Infringing Exportation.

191. California Civil Jury Instructions (CACI) requires that a Plaintiff show that one or more of the Defendants committed an overt act to further the conspiracy. Adhering to this requirement, the Plaintiff will show that, while engaged in these conspiracies, the Defendants committed many clear, overt acts in furtherance of their conspiracy(s).



**First Conspiracy**

192. To unlawfully enrich themselves, the Defendants conspired to create a social network for screenwriters and filmmakers, with little or no security features. The Defendants would then mislead screenwriters that the website was safe, then the Defendants could access and misappropriate the screenwriters' work. In the execution of this first conspiracy the Defendants took the following overt actions:

1. The Defendants created the social network *Trigger Street* (TS), for screenwriters and filmmakers, a website with effectively no security features; celebrity endorsed by Def Kevin Spacey.
2. A month before the creation of TS, the Defendants also created the screenwriter website *Project Greenlight*; celebrity endorsed by Defs Damon and Affleck.
3. In 2001, in the nadir of his career, Universal cast Spacey in the leading role of KPAX, for Universal Pictures. This would be the only film with a budget of over \$60 million that Spacey would be cast as a lead for 8 years (1998-2006). Universal Pictures cast Spacey as payment for Spacey's involvement in the conspiracy(s).
4. In 2002 the Defendants launched TS. Three (3) months later Universal Pictures distributed Spacey's production company's first film in years, *United States of Leland* (this also was payment for Spacey's involvement in the conspiracy(s).
5. The Defendants misled TS members that the social network had reasonable security features, when it had none.
6. The Defendants added an anti-security feature to TS in 2007, which erased all access records and information if members removed their screenplays. This feature also automatically restored the user's three (3) spent review credits. Once the Defendants saw that the user's access history was erased, they knew it was safe to misappropriate the work—because no one could ever prove they had previously accessed the work, since the access history was conveniently erased.
7. The Defendants created a *Terms of Use* page that stated the website was intended solely for use in USA. But, in fact, Def Spacey went around the globe outside of the USA to recruit new TS members, in violation of the TS *Terms of Use* agreement.

- 1 8. Also in violation of the Terms of Use agreement the Defendants secretly advertised  
 2 TS on international websites like Bud.TV, and other international media outlets.
- 3 9. In 2011, after MRC closed a \$100,000,000 deal with Netflix, Defs Spacey and  
 4 Brunetti moved TS from labs.triggerstreet.com, and began to use the web address  
 5 “triggerstreet.com” as their production company’s website.
- 6 10. Immediately after TS closed (November 2014), the Defendants reactivated Project  
 7 Greenlight (the HBO TV show), which had been dead for 12 years; starting the  
 8 show up again in early 2015, with new episodes airing September 2015. With the  
 9 cancellation of TS, the Defendants reactivated the Project Greenlight HBO TV  
 10 show to give the Defendants a pathway to access new screenplays.
- 11 11. Project Greenlight (the HBO TV show) was cancelled after the 2015 season.  
 12 Immediately, after TV show’s cancellation, in 2016, the Defendants activated  
 13 ProjectGreenlight.com (the social network website). **After being inactive for 10**  
 14 **years**, Project Greenlight.com began accepting new screenplays for its  
 15 “contest”—to give the Defs a pathway to access new screenplays (after the  
 16 cancellation of the Project Greenlight HBO TV show).
- 17 12. In 2013, Universal Pictures bought the film rights to 50 Shades of Grey. Universal  
 18 Pictures hired new and untested Def Brunetti to produce the film. This was payment  
 19 for Brunetti’s involvement in the conspiracy.

### 20 **Second Conspiracy**

- 21 193. Once the Defendants began to produce the film *Elysium* (which they knew was an  
 22 infringement of the Plaintiff’s work), the Defendants then conspired to prevent the Plaintiff  
 23 from discovering the film *Elysium* was in production. In this second conspiracy, the  
 24 Defendants took the following overt actions in furtherance of their conspiracy(s):
- 25 1. The Defendants agreed not to leak information about the production of *Elysium*.
  - 26 2. While producing *Elysium*, the Defs conspired to keep the script an absolute secret,  
 not even allowing Hollywood giants like Jodie Foster to take the script home.

### 27 **Third Conspiracy**

- 28 194. When the Plaintiff learned of the infringement of his screenplay, he prepared to sue.

1 As he prepared, he mistakenly emailed KWIKA Law, asking them to consider representing  
 2 him (unaware that they represented the Defendants). Plaintiff believes KWIKA Law  
 3 informed the Defendants of the coming suit.

4 195. Two months later, as the Plaintiff prepared to sue, he went to see the film *Elysium*.  
 5 The Plaintiff observed that the “headache” scenes were not depicted as described in the  
 6 screenplay. The Plaintiff immediately realized that the Defendants attempted to remove the  
 7 headaches from the film, but could not completely remove them, for technical reasons.

8 196. When the Plaintiff wrote his *Briggs v Blomkamp* Complaint, he mentioned the  
 9 film’s headaches and shared his theory that the Defendants attempted to erase the  
 10 headaches, after KWIKA Law informed the Defendants of the impending lawsuit. The  
 11 Plaintiff explained that Def Blomkamp said (in an article published in March 2013) that the  
 12 film was completely edited and finished. However, the Plaintiff predicted that evidence  
 13 would prove that the Defendants returned to the editing room, around June of 2016, to try to  
 14 remove or change the headaches, to hide their infringement.

15 197. However, During discovery, the Defs would not make editor Lee Clark available to  
 16 answer interrogatory(s), to confirm that he and Blomkamp edited the headache scenes.

17 198. In execution of this third conspiracy, to conceal infringement, the Defs committed  
 18 the overt actions of:

- 19 1. The Defendants removed or attempted to remove evidence of infringement from the  
 20 film *Elysium*.
- 21 2. The Defendants conspired to prevent editor, Lee Smith, from answering the  
 22 Plaintiff’s interrogatory(s) concerning the Defendants’ effort to re-edit the film and  
 conceal infringement.

#### 23 **Fourth Conspiracy**

24 199. Once the Plaintiff realized that the Defendants misappropriated his work, he sued.

25 200. In response, the Defendants devised a fourth conspiracy: the Defendants conspired  
 26 to prevent the Plaintiff from prevailing in his copyright lawsuit (*Briggs v Blomkamp*). Their  
 27 plan involved deceiving the Plaintiff and the US federal justice system. In the execution of  
 28 this fourth conspiracy the Defendants took the following actions in furtherance of their plan:

1. Rather than hiring an intellectual property attorney for an expert witness in *Briggs v Blomkamp*, the Defendants hired a self-confessed *fixer*, who was hired and paid by the Defendants to produce and submit to the Court a falsified expert report;
2. The Defendants made false statements in their interrogatory answers, as Simon Kinberg stated that he merely “polished” Def Blomkamp’s script;
3. 6 days after the Plaintiff filed his Notice Of Appeal, Nov 6, 2014, the Defendants conspired to shut-down and destroy the TS social network—to destroy the place of access (re *Briggs v Blomkamp*), and to destroy all evidence contained on or about TS, and to prevent any Court from ever obtaining that information.

#### Fifth Conspiracy

201. To greatly increase their rate of personal enrichment, the Defendants conspired to break California business, labor and ethics codes. Breaking these codes accelerated an erosion in the Defendants’ business practices, causing them to act even more recklessly. In the execution of this fifth conspiracy the Defendants took the following negligent actions:

1. The initial acts of this conspiracy were Universal Pictures’ hiring of Def Wiczyn in 1999, then MRC’s hiring of Wiczyn in 2000. Universal and MRC hired Def Wiczyn to implement the unethical business structure contemplated in Wiczyn’s “memo” (Wiczyn stated in his memo that the studio that was “suffering” would implement his scheme; Universal Pictures was suffering the most of the major studios).
2. After repeated news reports of Def MRC’s unlawful and unethical practices, Def Sony Pictures repeatedly engaged in business with Def MRC.
3. The Defendants conspired to commit to invest over \$100,000,000 to make the film *Elysium*, without reading a script.
4. To distract Sony Pictures’ attention away from the poorly executed script, the Defendants recklessly staged attractive film concept art, proximate to the screenplay, to entice Sony Pictures to buy the film rights without reading the script.
5. The Defendants conspired to create an arrangement where Universal Pictures, or its parent or its subsidiaries, would finance and/or distribute any project Def Ari Emanuel brought to Universal Pictures.

1 6. The Defendants conspired to engage in inappropriate business relationships, such as  
 2 Def Emanuel and Sony Pictures' CEO Michael Lynton co-owning Screenbid, and  
 3 Defendant Emanuel co-owning MRC (violating Cal Labor Code 1700.39).

4 202. The Defendants were aware that they and the other Defendants were engaged in  
 5 unlawful or unethical actions.

6 203. The Defendants willfully agreed with the other co-conspirators to commit various  
 7 actions and infractions.

8 204. The Defendants knowingly, willfully, with disregard for the the law and the  
 9 Plaintiff's rights or welfare, engaged in these actions and conspiracies.

10 205. The Plaintiff was injured as a direct, foreseeable and proximate consequence of the  
 11 Defendants' conspiring actions, including, but not limited to, such injuries as: lost rightful  
 12 legal damages, any unknown lost profits, lost income and expenses, emotional and physical  
 13 injuries due to distress and loss of sleep, reputational and career injuries, and other such  
 14 injuries, in an amount to be determined at trial.

15 **SECOND CLAIM FOR RELIEF**  
 16 **BREACH OF CONTRACT**

17 Violating California Civ. Code § 1473 (Defined Under CACI 303)  
 18 **(Against Defs Spacey, Brunetti, Trigger Street Productions, Sound Point Capital)**

19 206. The Plaintiff hereby realleges, and incorporates by reference, paragraphs 1 through  
 20 205, as if fully set out herein.

21 207. When the Plaintiff joined the Trigger Street social network, by agreeing to the  
 22 *Terms of Use* and other agreements, the Plaintiff entered into a contract with the Defendants.

23 208. The TS "About Us" page suggested certain attractive possibilities for joining.

24 209. **Consideration: something of value exchanged for something of value.** After  
 25 reading TS's various *Terms of Use*, *About Us*, and other contract pages, the Plaintiff agreed  
 26 to post his crown jewel (his most meaningful work—his screenplay *Butterfly Driver*) on the  
 27 TS website. Having quality works posted on TS attracted other writers and filmmakers to  
 28 the TS social network, to read and learn. Uncommonly strong screenplays, like the  
 Plaintiff's, increased membership and member activity. This active membership allowed TS  
 and the Defendants to receive massive sponsorship deals from sponsors like Budweiser.

1 Thus, obtaining screenplays was TS's reason for existing. The things of value that TS and  
 2 the Defendants sought from TS user/members (for sponsorship deals—and for their  
 3 previously stated objective of finding a screenplay to misappropriate) were screenplays.  
 4 In exchange for trusting the Defendants and TS with his thing of great value (his screenplay,  
 5 which he had never posted on another website), the Plaintiff expected to receive a safe USA  
 6 based website (intended solely for use by members in the USA) for the Plaintiff to post his  
 7 work—with the possibility that an industry professional might notice his work, and then  
 8 perhaps make a substantial financial offer for the rights to his work. This expectation of a  
 9 safe USA based website and membership, and the possibility of exposure to an industry  
 10 professional came from TS's *Terms of Use*, *Security* and its *About Us* pages. TS's "*About*  
 11 *Us*" page stated:

12        "... Spacey has sought out a way to inspire, nurture, and **help bring**  
 13        **exposure to new and undiscovered talent**. If you are in a position to help  
 14        others, if you find yourself in the building of life and you can send the  
 15        elevator back down, that becomes your earnest duty. This philosophy has  
 16        become the catalyst for the second step of his vision - TriggerStreet.com.  
 17        TriggerStreet.com was founded in January 2002 as the web-based  
 18        filmmaker and screenwriter's community of record - an interactive mechanism  
 19        **for the purpose of discovering and showcasing new and unique talent.**  
 20        Based on the principles of creative excellence, it provides **industry access**  
 21        **and exposure to help build the careers of notable new filmmakers and**  
 22        **screenwriters of our day."**

20        210. The Plaintiff honored, kept and obeyed his duty to all TS terms and agreements.

21        211. However, unbeknownst to the Plaintiff, the Defendants violated those terms and  
 22        agreements, from TS's inception, and in every moment that TS was operative.

22        212. The TS *Terms of Use* stated that TS was made solely for use in the USA.

23        213. The Plaintiff reasonably believed and relied on this claim.

24        214. But the claim was false, and the Defendants secretly made the TS social network  
 25        available around the world. In November 2002, Defs Spacey and Brunetti went to London  
 26        to recruit members, have a "launch party," and they did interviews. Then in 2009, Spacey  
 27        went to a Barcelona film festival to recruit members and boast of TS's "400,000 member  
 28        around the world."



216. The Plaintiff was injured as a direct, foreseeable and proximate consequence of the Defendants' breaches of contract (including, but not limited to, such injuries as: 1. lost profits from related infringing exportation and any subsequent misappropriation; 2. the emotional distress of being deceived into agreeing to a contract, then not knowing in what nation's one's work has truly been displayed in—and possibly misappropriated in—as a result of that breached contract; and many other injuries) in an amount to be determined at trial.

Defined By California Civ. Code § 1572

e. The Defendants knowingly hired a “fixer,” and knowingly submitted said fixer’s falsified expert report to the District Court.

220. The Defendants knew these claims were false.

221. The Defendants intended for the Plaintiff to rely on these misrepresentations.

222. The Plaintiff relied on the Defendants' claims.

223. The District Court relied on the false claims of the Defendants' expert.

224. The Plaintiff was injured as as a direct, foreseeable and proximate consequence of the Defendants' fraud and misrepresentations; including, but not limited to, such injuries as: lost damages, lost profits, lost income, lost expenses, emotional injuries, reputational and career injuries, and other such injuries, in an amount to be determined at trial.

**FOURTH CLAIM FOR RELIEF**  
**FRAUDULENT DECEIT**

Defined Under California Civ. Code §§ 1709 & 1710

**(Against Defendants Sony Pictures Ent Inc., All MRC Entities, Blomkamp, Spacey, Brunetti, Trigger Street Productions, Sound Point, Wiczuk, Satchu, Emanuel)**

225. The Plaintiff hereby realleges and incorporates by reference paragraphs 1 through 224, as if fully set out herein.

226. The Defendants committed fraudulent deceit as defined under California Civ. Code §§ 1709 & 1710.

227. The Defendants' acts of deceit include, but are not limited to, such actions as:

- a. The Defendant encouraged/intimidated TS members into using false identities;
- b. The Defendants falsely claimed TS was solely for use in the USA, but then made TS available around the world, and Defs Spacey went to various foreign countries to recruit new members;
- c. The Defendants failed to disclose that the Defendants implemented counter security features on the TS social network, whereby all of a member's script's access history was erased when that member removed his/her script from the TS social network.
- d. The Defendants falsely claimed that TS employed "industry standard" security.
- e. The Defendants knowingly hired a *fixer*, and knowingly submitted said fixer's falsified expert report to the District Court.
- f. The Defendants' employee or agent, Simon Kinberg, stated under oath that he only *polished* Defendant Blomkamp's screenplay. But the record and evidence proves

1 Kinberg did much more than polish Blomkamp's script and film.

2 228. The Defendants knew these claims were false—or knew that withholding the truth  
3 was unlawful, a breach of trust, a breach of obligation, and/or unethical.

4 229. The Defendants made these false statements and omissions to deceive the Plaintiff,  
5 with the intent that the Plaintiff rely on the misrepresentations and omissions as true.

6 230. The Plaintiff reasonably relied on the Defendants' representations, as true.

7 231. The Plaintiff was injured as as a direct, foreseeable and proximate consequence of  
8 the Defendants' fraudulent deceit, including, but not limited to, such injuries as: lost income  
9 and expenses, lost damages, emotional and physical injuries related to distress and the  
10 emotional and intellectual challenges of defending one's intellectual property, and other  
11 such injuries, in an amount to be determined at trial.

12 **FIFTH CLAIM FOR RELIEF**  
13 **FRAUDULENT CONCEALMENT**

14 Defined by California Civ. Code §§ 1709 & 1710, and CACI 1901  
15 **(Against Defendants Sony Pictures Ent. Inc., All MRC Entities, Blomkamp, Spacey,  
16 Brunetti, Trigger Street Productions, Emanuel, Blomkamp, Wiczuk, Satchu)**

17 232. The Plaintiff hereby realleges, and incorporates by reference, paragraphs 1 through  
18 231, as if fully set out herein.

19 233. The Defendants engaged in concealment as defined by California Civ. Code §§  
20 1709 & 1710, and as contemplated in California Civil Jury Instructions § 1901.

21 234. The Defendants willful and deliberate acts of concealment include, but are not  
22 limited to, such acts as:

- 23 a. The Defendants closed TS without sending a customary email notification to TS  
24 members (as the Defs did not want the Plaintiff to be aware of the closure).
- 25 b. To prevent Plaintiff from discovering the Defendant's misappropriations of his  
26 screenplay, the Defendants took the extraordinary step of refusing to allow Elysium  
27 actors to take the Elysium script home.
- 28 c. The Defendants did not inform TS members that Def Spacey (and/or Def Brunetti)  
went to various foreign countries to recruit new TS members.
- d. The Defendants failed to disclose that the Defendants implemented counter security

1 features on the TS social network, whereby all of a member's script's access history  
2 was erased when that member removed his/her script from the TS social network.

3 e. In *Briggs v Blomkamp*, the Defendants would not permit their employee/agent, Lee  
4 Smith, to answer a central discovery interrogatory.

5 235. The Plaintiff was injured as as a direct, foreseeable and proximate consequence of  
6 the Defendants' fraudulent concealment, including, but not limited to, such injuries as: lost  
7 ability to defend Plaintiff's copyright if matter is remanded for trial, emotional injuries, and  
8 other injuries, in an amount to be determined at trial.

9 **SIXTH CLAIM FOR RELIEF**  
10 **NEGLIGENCE**

11 Violating Cal. Civ. Code § 1714(a)  
12 **(Against All Defendants)**

13 236. The Plaintiff hereby realleges, and incorporates by reference, paragraphs 1 through  
14 235, as if fully set out herein.

15 237. The Defendants engaged in negligent conduct, violating Cal. Civ. Code § 1714(a).

16 ““Due Diligence” actually means a *complete and appropriate review of*  
17 *documentation and facts by a potential buyer or its agents before purchasing*  
18 *an asset or engaging in business with a prospect.* It was NOT the legal  
19 equivalent to kicking the tires on a car; it WAS the legal equivalent to taking  
20 the car to a garage, having it checked over completely, and personally  
21 checking out every part of the car that did not require the expertise of the  
22 garage mechanic. It was a full and complete review using lawyers and CPAs  
23 to assist so that when one is done, one knows all that one needs to know  
24 before engaging in business with or buying a company or other asset or piece  
25 of property.””

26 —From the Law Offices of Stimmel, Stimmel & Smith

27 238. The Defendants willfully engaged in a variety of negligent actions and practices,  
28 including, but not limited to, such actions as:

29 A. The Defendants engaged in a brazenly negligent culture. (In 1999, Defs Universal  
30 and MRC hired Def Wiczyn to implement the unethical business structure  
31 contemplated in Wiczyn's “memo” —although Wiczyn's memo actually predicted  
32 that only a studio that was *suffering*, like Universal, would implement his scheme).

33 B. Defendants (Emanuel and Block) went into secret and unethical relationships with

1 Sony Pictures' CEO (M. Lynton), forming the business (Screenbid). Then, to enrich  
 2 themselves, the Defendants used Screenbid as a subcontractor for Sony Pictures,  
 3 —profiting from selling Sony Pictures' property, in violation of California's  
 4 Business and Professions Code, and violating California's Unfair Practices Act.

5 C. The Defendants ethics were so negligent that in *Briggs v Blomkamp* the Defendants  
 6 hired "fixer," Jeff Rovin, to falsify an expert report.

7 D. Def Sony Pictures bought the rights to Elysium, without reading a script.

8 E. The Defendants encouraged TS members to use false identities.

9 F. The Defendant failed to disclose to TS members that Spacey and Brunetti went to  
 10 London and Spain to market TS.

11 G. The Defendants failed to contact TS members to disclose that TS was contemplating  
 12 closing. This was done to prevent the Plaintiff from discovering the planned closure,  
 13 so Plaintiff could not inform the Ninth Circuit—who were, at the time, reviewing the  
 14 District ruling—of the suspicious closure of TS.

15 H. The Defendants also failed to contact TS members to disclose that TS had closed;  
 16 this was also done to prevent the Plaintiff from discovering the closure.

17 239. The Plaintiff was injured as as a direct, foreseeable and proximate consequence of  
 18 the Defendants' negligent actions, including, but not limited to such injuries as: Plaintiff's  
 19 judicial process was subverted and denied by the Defendant's conduct (e.g., Jeff Rovn's  
 20 falsified expert report; Defendants did not inform TS members of TS's closure—so Plaintiff  
 21 could not present this information to the 9th Circuit), emotional injuries, reputational and  
 21 career injuries, and other such injuries, in an amount to be determined at trial.

22 **SEVENTH CLAIM FOR RELIEF**  
 23 **GROSS NEGLIGENCE**  
 24 **Violating Cal. Civ. Code § 1714(a)**  
**(Against All Defendants)**

25 240. The Plaintiff hereby realleges, and incorporates by reference, paragraphs 1 through  
 26 239, as if fully set out herein.

27 241. Gross negligence is the lack of any care, or an extreme departure from what a  
 28 reasonably careful person would do to prevent harm to oneself or to others.

1        242. The Defendants willfully engaged in grossly negligent conduct and practices, in  
 2 violation of Cal. Civ. Code § 1714(a).

3        243. The Defendants' gross negligence include, but are not limited to, such actions as:

4        A. Defendants (Emanuel and Block) went into secret and unethical relationships with  
 5 other Defendants, forming *Screenbid*; then used this company as a subcontractor for  
 6 Sony Pictures, in violation of California's Business and Professions Code, and  
 7 violating California's Unfair Practices Act.

8        B. The Defendants participated in an openly negligent culture. In 1999 and 2000,  
 9 respectively, Defendants Universal and MRC hired Def Wiczynski to implement the  
 10 unethical business structure contemplated in Wiczynski's "memo".

11        C. Rather than hiring an IP attorney as an expert, in *Briggs v Blomkamp*, the Defs hired  
 12 "fixer," Jeff Rovin, to falsify an expert report and cheat the judicial process.

13        D. To distract Sony Pictures' attention away from the poorly executed script, the  
 14 Defendants recklessly staged film concept art near the screenplay, to entice Sony  
 15 Pictures to buy the film rights without reading the script (which Sony Pictures did).

16        E. The Defendants encouraged TS members to use false identities. This made the Defs'  
 17 (and their associates) use of false identities seem normal and not suspicious.

18        F. The Defendant failed to disclose to TS members that Spacey and Brunetti went to  
 19 London and Spain to market TS.

20        G. Six days after Plaintiff filed *Notice Of Appeal* the Defendants closed TS, to destroy  
 21 evidence, and prevent Plaintiff from prevailing if case were remanded.

22        H. Immediately after the Plaintiff filed his first lawsuit against the Defendants (*Briggs v*  
 23 *Blomkamp*, October 2013), the Defendants updated their *Elysium* Wikipedia page,  
 24 adding the false claim that: **"The basic plot (of Elysium) is similar to the *Star***  
 25 ***Trek: The Original Series* episode "The Cloud Minders" and to classic**  
 26 ***Metropolis* (1927 film)."** But, In fact, neither of those productions has a plot  
 27 remotely similar to *Elysium* or *Butterfly Driver*—no poor hero racing to a giant  
 28 satellite for the rich (orbiting Earth) to get medicine for his daughter. "Cloud  
 Minders" involves a castle that floats in a fixed place about 1000 feet above the



1 surface of a **distant planet**, using **reverse magnetism**, and houses artists and  
 2 intellectuals. *Metropolis* also does not feature any of the Plaintiff's structures. Using  
 3 the Internet Archives website, one sees this passage was added to Elysium's  
 4 Wikipedia page after Plaintiff's lawsuit, late 2013. The Defs negligently and  
 5 unethically added this passage to sway opinion.

6 244. The Plaintiff was injured as as a direct, foreseeable and proximate consequence of  
 7 the Defendants' grossly negligent actions, including, but not limited to such injuries as:  
 8 Plaintiff's judicial process was subverted by the Defendants' action —resulting in lost  
 9 damages, emotional and physical injuries due to distress, lost income and expenses, and  
 10 other such injuries, in an amount to be determined at trial.

#### 11 **EIGHTH CLAIM FOR RELIEF**

##### 12 **WILLFUL SUPPRESSION OF EVIDENCE / SPOILIATION OF EVIDENCE**

13 As Defined, Contemplated and Provided for Under CACI 204

14 **(Against Defendants Emanuel, Spacey, Brunetti, Trigger Street Productions, Wiczky,  
 Satchu, Block, Blomkamp, All MRC Entities, Sony Pictures Ent. Inc.)**

15 245. The Plaintiff hereby realleges, and incorporates by reference, paragraphs 1 through  
 16 244, as if fully set out herein.

17 246. California Civil Jury Instructions (CACI) (2017) 204 makes willful suppression of  
 18 evidence unlawful; stating: **"You may consider whether one party intentionally**  
 19 **concealed or destroyed evidence. If you decide that a party did so, you may decide that**  
 20 **the evidence would have been unfavorable to that party."**

21 247. The Defendants knowingly, willfully and deliberately engaged in willful  
 22 suppression (or destruction) of evidence, through such actions as:

- 23 1. **(Spoliation; Destruction of Evidence)** Knowing TS was the central access point in  
 24 an ongoing legal case, after operating for 12 years, the Defendants closed TS six (6)  
 25 days after Plaintiff filed *Notice Of Appeal* to the 9th Circuit (re *Briggs v Blomkamp*).
- 26 2. The Defendants hired a "fixer" to suppress actual facts, and provide a falsified  
 27 expert report to the District Court.
- 28 3. The Defendants refused and failed to make one of their agents (Lee Smith) available  
 to answer central interrogatory(s), during *Briggs v Blomkamp* discovery;

1 4. The Defendants proffered as true, a false discovery statement from writer Simon  
 2 Kinberg stating that he merely “polished” Def Blomkamp’s screenplay. But, in fact,  
 3 Kinberg performed massive rewriting and re-editing.

4 248. Pertaining to **spoliation** (destruction of evidence), California has identified **five**  
 5 elements of intentional spoliation (all elements were present in *Briggs v Blomkamp*, at the  
 6 time of the evidence destruction): (1) pending or probable litigation involving the plaintiff;  
 7 (2) knowledge by the defendant of the existence or likelihood of litigation; (3) intentional  
 8 “acts of spoliation” on the part of defendant designed to disrupt plaintiff’s case; (4)  
 9 disruption of plaintiff’s case; and (5) damages proximately resulting therefrom.

10 249. The Defendants knowingly, willfully, maliciously, with wrongful intent to harm the  
 11 Plaintiff, and with disregard for the law, endeavored to suppress and destroy evidence.

12 250. The evidence that the Defendants suppressed and destroyed would have been very  
 13 unfavorable to the Defendants.

14 251. Plaintiff was injured as a direct, foreseeable and proximate result of the Defendants’  
 15 willful suppression and destruction of evidence, including, but not limited to such injuries  
 16 as: (A) the Defendants’ action resulted the destruction of the TS social network, which  
 17 impedes the Plaintiff’s ability to defend his copyright at trial, if remanded; (B) the Defs’  
 18 actions resulted a wrongful judgment in the Defendants’ favor—thereby costing the Plaintiff  
 19 due legal damages and profits; additionally, the Defendants’ actions resulted in lost income,  
 20 lost expenses, emotional and physical injuries, reputational and career injuries, and other  
 21 such injuries, in an amount to be determined at trial.

21 **NINTH CLAIM FOR RELIEF**  
 22 **INFRINGING EXPORTATION**

23 Violating 17 USC § 602(a)(2) [Enforceable Under 17 USC § 501]  
**(Against Defendants Trigger Street Productions, Sound Point, Spacey and Brunetti)**

24 252. The Plaintiff hereby realleges, and incorporates by reference, paragraphs 1 through  
 25 251, as if fully set out herein.

26 253. 17 U.S. Code § 602(a)(2) states:

27 **(2) Importation or exportation of infringing items.—**

28 Importation into the United States or exportation from the United States,

without the authority of the owner of copyright under this title, of copies or phonorecords, the making of which either constituted an infringement of copyright, or which would have constituted an infringement of copyright if this title had been applicable, is an infringement of the exclusive right to distribute copies or phonorecords under section 106, actionable under sections 501 and 506.

254. Thus, by displaying the Plaintiff's work in countless nations outside of the United States, without the Plaintiff's permission or knowledge, Defendants Spacey and Brunetti knowingly, willfully and deliberately committed Infringing Exportation of the Plaintiff's original copyright protected screenplay, under 17 USC § 602(a)(2). In doing so, the Defendants violated the Plaintiff's exclusive right to distribute his work under 17 USC 106(3), enforceable under 17 USC § 501(a): Copyright Infringement.

255. Under 17 USC § 504(a) and (b) the Plaintiff is entitled to actual (compensatory) damages, as well as any additional profits of the infringer.

256. The Plaintiff was injured as a direct, foreseeable and proximate consequence of the Defendants' infringing exportation and copyright infringement of the Plaintiff's original and copyright protected work, in an amount to be determined at trial.

**TENTH CLAIM FOR RELIEF**  
**COPYRIGHT INFRINGEMENT**

Violating 17 USC § 501(a)

**(Against Defendants Trigger Street Productions, Sound Point, Spacey and Brunetti)**

257. The Plaintiff hereby realleges, and incorporates by reference, paragraphs 1 through 256, as if fully set out herein.

258. The Defendants (by marketing TS around the world, and making the Plaintiff's work available around the world on the TS social network, without the Plaintiff's knowledge or consent) willfully violated 17 USC § 602(a)(2). In doing so, the Defendants violated the Plaintiff's exclusive right to distribute his work under 17 USC 106(3), enforceable under 17 USC § 501(a): Copyright Infringement.

259. Under 17 USC § 504(a) and (b) the Plaintiff is entitled to actual (compensatory) damages, as well as any additional profits of the infringer.

260. Under 17 USC § 505, this Court can award costs and reasonable attorney's fee to

1 the prevailing party.

2 261. The Plaintiff was injured as a direct, foreseeable and proximate consequence of the  
3 Defendants' copyright infringement, including, but not limited to, such injuries as:  
4 emotional, intellectual and physical injuries and risks due to loss of sleep from the rigors of  
5 litigation; legal expenses; reputational and career injuries; and other such injuries, in an  
6 amount to be determined at trial.

7 **ELEVENTH CLAIM FOR RELIEF**  
8 **AN ACCOUNTING**

9 262. The Plaintiff hereby realleges, and incorporates by reference, paragraphs 1 through  
10 261, as if fully set out herein.

11 263. The Defendants have demonstrated a willingness to deceive and lie to the court.

12 264. The Defendants have demonstrated a willingness to destroy and suppress evidence,  
13 and a disregard for all common professional, business and corporate best practices and  
14 ethics.

15 265. The Plaintiff has alleged that the Defendants may have sold derivatives of his work  
16 to various foreign markets.

17 266. The Plaintiff has alleged that the Defendants used the many MRC entities and  
18 subsidiaries as shell companies, to launder money.

19 267. The Defendants won a favorable judgment in *Briggs v Blomkamp* by deceiving the  
20 court and falsifying documents, thereby cheating the judicial system, and cheating the  
21 Plaintiff out of his right to due process and a fair hearing, and to to rightful profits and  
21 damages.

22 268. The actual total amount of money due from the Defendants can only be ascertained  
23 from a complete accounting of the Defendants profits from (1) all TS revenue; (2) all MRC  
24 entities financial transactions; (3) Elysium profits (film, DVD, video games, etc.); (4) all  
25 profits from *Elysium* earned by all Defendants. Due to the Defendants' violations, negligent  
26 business practices, and to their propensity to mislead the Court, the Plaintiff is entitled to  
27 such an accounting.

28

**PRAYER FOR RELIEF:**

WHEREFORE, Plaintiff prays for a judgment against the Defendants as follows:

1. For actual/compensatory damages.
2. For exemplary damages (as provided for under Cal Civ. Code § 3294, etc.)
3. For special damages in an amount according to proof at trial;
4. For the recovery from the Defendants, and for the Plaintiff, of all profits from the film Elysium (DVD, video games, etc), per 17 USC § 505;
5. For Plaintiff's costs and attorney's fees (as provided under 17 USC § 505);
6. For such injunctions and additional relief the Court may deem proper.

**DEMAND FOR JURY TRIAL**

Plaintiff demands a jury trial on all triable issues.

DATED: August 15, 2018

Respectfully Submitted,

By:





Steve Wilson Briggs

Plaintiff In Propria Persona

# **Exhibit**

# **A**



INTERNET ARCHIVE  12 captures 10 Feb 2007 - 17 Jul 2011	http://www.triggerstreet.com:80/gyrobase/Page?mode=print&oid=303 Go	JAN FEB AUG  10 2006 2007 2008
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SEARCH

Short Films ▼ Go Create an account | Login

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Last updated June 29, 2006

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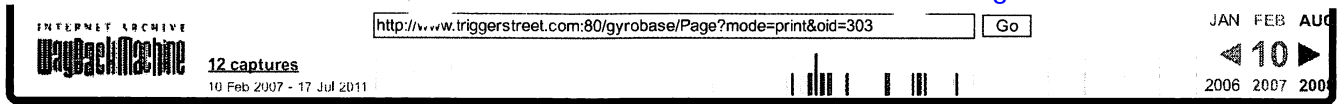
INTERNET ARCHIVE <b>Wayback Machine</b>	12 captures 10 Feb 2007 - 17 Jul 2011	http://www.triggerstreet.com:80/gyrobase/Page?mode=print&oid=303	Go	JAN FEB AUG ◀ 10 ▶ 2006 2007 2008
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- Transmit any content or information that is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, vulgar, obscene, hateful, fraudulent or otherwise objectionable content, or infringes on our or any third party's intellectual property or other rights;
- Transmit any information, software, or other material that contains a virus, worm, time bomb or other harmful or disruptive component;
- Post or transmit chain letters or pyramid marketing schemes;
- Post or transmit unsolicited advertising, promotional materials, or other forms of solicitation;
- Modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Site, the Services, or the software underlying either of them, or modify any materials downloaded from the Site;
- Modify, copy, or tamper with any film or screenplay or any other content that you may access through the Site, or use any content that you might access through the Site or the Services for any reason other than reading, viewing, listening to or reviewing such screenplay or content;
- Collect, harvest or disclose information about other Site visitors or members without their consent;
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- Use any application or other device or process to retrieve, index or reproduce or circumvent the navigational structure or presentation of the Site, the Services or their contents; or
- Use the Site or Services for any unlawful purpose.

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hereafter developed, for any purpose whatsoever. TSCI expressly reserves the right to remove any submissions or postings on the Site at any time for any reason.

### **PROPRIETARY RIGHTS**



The Site and the Services are owned and operated by TSCI and others pursuant to contractual arrangements. You acknowledge and agree that all content and materials available on the Site and in the Services are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws. You agree not to sell, license, rent, modify, distribute, copy, reproduce, upload, post, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from such materials or content from the Site or the Services in any way. Modification or use of any materials contained on the Site or in the Services is a violation of TSCI's copyright and other proprietary rights, and is strictly prohibited. You acknowledge that you do not acquire any ownership rights by using the Site or the Services. The following trademarks: TRIGGERSTREET, and all associated logos, graphics, images and domain names, including, without limitation, TRIGGERSTREET.COM, are the trade names, trademarks, service marks, logos, and/or domain names of TSCI. You agree that you will not challenge the respective ownership rights of TSCI or any third party in or to the TSCI Marks or any third party marks, and that you will not register or attempt to register any trademark, service mark, logo, and/or domain name that is identical or confusingly similar to any of the TSCI Marks or third party marks contained on the Site or in the Services.

**PLEASE INDICATE YOUR ACCEPTANCE OF ALL OF THE ABOVE TERMS AND CONDITIONS BY ENTERING YOUR INITIALS BELOW:**

### **PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT**

If you believe that your material has been copied and is accessible on the Site in a way that constitutes copyright infringement, you may notify TSCI at [inquiries@triggerstreet.com](mailto:inquiries@triggerstreet.com) by providing our copyright agent with the following information:

1. The electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf;
2. A description of the copyrighted work that you claim has been infringed and a description of the infringing activity;
3. Identification of the location where the original or an authorized copy of the copyrighted work exists, for example the URL of the website where it is posted or the name of the book in which it has been published;
4. Identification of the URL or other specific location on this site where the material that you claim is infringing is located; you must include enough information to allow us to locate the material;
5. Your name, address, telephone number, and email address; and
6. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

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## PRIVACY POLICY

We require you to read our Privacy Policy, which (in addition to this Agreement and any other agreement by which you may be bound) sets out how we collect and use any information you submit to TSCI or through the Site or the Services. You must be at least 18 years old to register to use this Site or the Services.

## INTERNATIONAL USE

Unless otherwise specified, the materials on the Site and in the Services are presented solely for the purpose of promoting the entertainment, information, and community resources and services available in, and other uses in, the United States of America. We control and operate the Site and the Services from within the United States. We make no representation that materials on the Site or the Services are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access the Site from other locations do so on their own initiative and are responsible for compliance with local laws.

## SUSPENSION AND TERMINATION

TSCI reserves the right, in its sole discretion, to suspend or terminate your access to all or part of the Site or the Services, at any time, with or without notice.

## DISCLAIMERS

YOU EXPRESSLY AGREE THAT USE OF THE SITE AND THE SERVICES ARE AT YOUR SOLE RISK. THE SITE AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TSCI PROVIDES NO ASSISTANCE INCLUDING, WITHOUT LIMITATION, ANY TECHNICAL OR CUSTOMER SUPPORT.

TSCI MAKES NO WARRANTY THAT THE SITE OR THE SERVICES WILL MEET YOUR SYSTEM'S REQUIREMENTS, OR THAT THE SITE OR THE SERVICES (OR THE SERVERS THAT MAKE THEM AVAILABLE) WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR FREE OR FREE OF HARMFUL COMPONENTS; NOR DOES TSCI MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR THE SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SITE OR THE SERVICES OR THAT DEFECTS IN THE SITE OR THE SERVICES WILL BE CORRECTED.

TSCI EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE OR THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.



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READER, OR THAT SUCH MATERIAL IS FREE OF OFFENSIVE, INDECENT, OBSCENE, DEFAMATORY OR OTHER POTENTIALLY INAPPROPRIATE ELEMENTS. YOU ACKNOWLEDGE THAT WE DO NOT AND CANNOT REVIEW AND MONITOR CONTENT ON THE SITE OR IN THE SERVICES, AND YOU HEREBY AGREE THAT WE SHALL HAVE NO LIABILITY FOR ANY DAMAGES OR COSTS THAT MAY ARISE FROM OUR PUBLICATION OR YOUR VIEWING OR READING OF, EXPOSURE TO, OR ACCESS TO ANY FILM, POSTING, SCREENPLAY OR OTHER CONTENT ON THE SITE OR THE SERVICES.

THE SITE AND SERVICES MAY CONTAIN LINKS TO THIRD-PARTY SITES. THOSE THIRD-PARTY SITES ARE NOT UNDER THE CONTROL OF TSCI AND TSCI IS NOT RESPONSIBLE FOR THE CONTENT ON ANY LINKED SITE. IF YOU ACCESS A THIRD-PARTY SITE FROM OUR SITE, THEN YOU DO SO AT YOUR OWN RISK. THE INCLUSION OF THE LINK DOES NOT IMPLY THAT WE ENDORSE OR ACCEPT ANY RESPONSIBILITY FOR THE CONTENT ON THOSE THIRD-PARTY SITES.

TSCI MAKES NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE SITE OR THE SERVICES OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICE OR BY WAY OF THE SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TSCI OR THROUGH THE SITE OR THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

### **LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES SHALL TSCI, ITS LICENSEES, SUCCESSORS, ASSIGNS, RELATED OR AFFILIATED ENTITIES, ADVERTISERS, SPONSORS, PROVIDERS, CONTRACTORS, CONSULTANTS OR PROFESSIONAL ADVISORS OR THE PARENT, SUBSIDIARY OR AFFILIATED COMPANIES OF EACH OF THEM AND ANY OF ITS OR THEIR EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS, REPRESENTATIVES OR AGENTS (THE "TSCI PARTIES") BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE SITE OR THE SERVICES. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF TSCI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. TO THE EXTENT SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE TSCI PARTIES' LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT REQUIRED BY LAW.

### **INDEMNIFICATION**

You shall be fully responsible for any violation of this Agreement or of any other agreement between you and TSCI (including, but not limited to, the Privacy Policy, and any other agreement). You agree to defend, indemnify, and hold harmless the TSCI Parties from all liabilities, claims, and expenses, including attorneys' fees that arise from your use or misuse of the Site or the Services. TSCI reserves the right to assume the exclusive defense and control of

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## GOVERNING LAW

This Agreement, the Privacy Policy and any other agreement between you and TSCI shall be governed by and construed in accordance with the laws of the State of California, United States of America, excluding its conflicts of law rules. In the event of any dispute arising out of or in connection with your use of the Site or the Services, such dispute shall be submitted to arbitration in the County of Los Angeles, State of California, United States of America in accordance with the rules and regulations of the American Arbitration Association then in effect (as amended herein), provided that said arbitration shall be heard before a single arbitrator, selected pursuant to such rules and regulations, and shall be conducted on an expedited basis and in confidence. Each party hereby waives any and all rights and benefits which it might otherwise have or be entitled to under United States federal law or the laws of the State of California, United States of America or any other state or country to litigate any such dispute in court, it being the intention of the parties to arbitrate, according to the provisions of this Agreement, all such disputes. The arbitrator's decision shall be controlled by the terms and conditions of this Agreement and any other agreements you may enter into with TSCI, and shall be final and binding, and shall provide for each party to bear its own costs of arbitration and attorneys' fees. Each party expressly waives any right to a jury. Judgment upon the award of the arbitrator may be entered or enforced in any court of competent jurisdiction. If either party shall fail to appear at the hearing on the date designated in accordance with the rules of the American Arbitration Association, or shall otherwise fail to participate in the arbitration proceeding, the arbitrator is hereby empowered to proceed ex parte. In the event of any dispute concerning this Agreement or any other agreement between you and TSCI, your sole and exclusive remedy shall be to seek damages pursuant to an arbitration authorized herein, and in no event will you be entitled to seek rescission, or injunctive or other equitable relief. If you do not agree to these requirements (or any other provision herein), do not use the Site or the Services.

## SEVERABILITY AND INTEGRATION

This Agreement, together with any agreement referred to herein (including the Privacy Policy) and any other agreement between you and TSCI, constitutes the entire agreement between you and TSCI with respect to the Site and the Services and supersedes all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and TSCI with respect to the Site and the Services. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

## MISCELLANEOUS

This Agreement is not assignable or otherwise transferable by you, and any such transfer, assignment or sublicense shall be null and void. No agency, partnership, joint venture or employment relationship between you and TSCI is intended or created by this Agreement. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or paragraph title contained in this Agreement is inserted only as a matter of convenience and in no way defines or explains any paragraph or provision hereof. Any notifications or other communications that we undertake to send to you hereunder will be deemed conclusively given if sent to the email address submitted as part of your registration with TSCI. If such email address does not function, TSCI



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clicking "I AGREE" or similar buttons provided in conjunction with any such agreement, your submission of any agreement with your initials and/or name entered into a box provided for that purpose together with the agreement, and/or your registration to use the Site or the Services governed by this Agreement, shall constitute your electronic signature and, according to the provisions of federal law (including, without limitation, copyright law), shall be of the same effect as if you had signed such agreement manually. Your access and use of the Site or the Services also constitutes your acceptance of this Agreement. Upon our request, you agree to sign a non-electronic version of this Agreement. A printed version of this Agreement and/or of any notice given in electronic form shall be admissible in judicial, administrative, or arbitration proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

**NOTICE FOR CALIFORNIA USERS:** California Civil Code Section 1789.3 entitles California users to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R. Street, Sacramento, CA 95814 or by telephone at (916) 445-1254.

**PLEASE INDICATE YOUR ACCEPTANCE OF ALL OF THE ABOVE TERMS AND CONDITIONS BY ENTERING YOUR INITIALS BELOW:**

[ABOUT US](#) | [PRIVACY](#) | [TERMS](#) | [HELP](#) | [LINKS](#)

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# **Exhibit B**

INTERNET ARCHIVE  
**Wayback Machine**  
 61 captures  
 12 Jul 2008 - 13 Mar 2016

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 2006 2007 2008

SEARCH Short Films ▼ Go Create an account | Login

- ▶ UPDATES
- ▶ TRIGGER DIGEST
- ▶ INDUSTRY NEWS
- ▶ HALL OF JUSTICE



## About Us

Trigger Street Productions, Inc., was formed in 1997 by Kevin Spacey to develop and produce entertainment in a variety of mediums. Realizing that the path to his own success would have been much rockier without the support and encouragement of many outstanding mentors, Spacey has sought out a way to inspire, nurture, and help bring exposure to new and undiscovered talent. If you are in a position to help others, if you find yourself in the building of life and you can send the elevator back down, that becomes your earnest duty. This philosophy has become the catalyst for the second step of his vision - TriggerStreet.com.

TriggerStreet.com was founded in January 2002 as the web-based filmmaker and screenwriter's community of record - an interactive mechanism for the purpose of discovering and showcasing new and unique talent. Based on the principles of creative excellence, it provides industry access and exposure to help build the careers of notable new filmmakers and screenwriters of our day.

Our mission is to encourage the creative process of filmmaking and screenwriting by providing hands on, peer-to-peer, objective criticism and letting the material be judged on its own merit. We offer an engaging avenue of exploration for both first time and veteran film directors, writers, and enthusiasts, anyone at all, who is attempting to bring his or her vision to the screen.

Our team has been extensively researching and designing TriggerStreet.com to ensure that it encapsulates every aspect of the user's desires and needs. We are using the Internet with its initial intention and design in mind: a tool to communicate. As such a constructive tool, we hope that it will be an inventive, productive, and exciting experience for all.

Welcome to TriggerStreet.com.



### Quote Of The Day

*"In life it is more necessary to lose than to gain. A seed will only germinate if it dies."*

- Boris Pasternak

# **Exhibit C**



90 captures  
12 Jul 2006 - 10 Aug 2011

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SEARCH

Short Films ▼ Go

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## Privacy Policy

Last updated November 4, 2002

Triggerstreet.com, Inc. ("TSCI" or "we," "us" or "our") respects the privacy rights of our online visitors and members and recognizes the importance of protecting the information collected about you. We have adopted this online privacy policy (our "Policy") that guides how we collect, store and use the information you provide online through your participation on the World Wide Web site located at <http://www.triggerstreet.com> (the "Site") and any related services (collectively, the "Services").

### Information Collection and Use

We are the sole owner of the information collected on the Site unless specifically stated otherwise. We will not sell, share, or rent this information to others in ways different from what is disclosed in our Policy. We collect information from our users at several different points on the Site. When registering to become a member of the Site, we may need you to provide your name, email address, mailing address, phone number, fax number and other personally identifiable and non-personally identifiable information. Members of the Site must create a user name and password. This information, among other things, allows us to keep a user profile that we may use to monitor or improve the use and satisfaction of the Site and to customize the Site. Although certain parts of the Site allow you to use them without submitting any personally identifiable information, some areas, such as participation in certain contests or the submission of material, chat areas, bulletin boards and other specialized sections of the Site, do require registration and/or your submitting personally identifiable information. We also collect non-personally identifiable information, such as certain demographic information, for users of the Site. We use non-personally identifiable information to build a more useful Site and better Services by examining the collective characteristics and behavior of the Site's users, and by measuring demographics and interests regarding specific areas of the Site and the Services. We also may provide statistical information based on this data to our current and future entertainment and sponsorship partners and strategic alliances.

### Information Disclosure

We reserve the right to disclose information submitted by or concerning any user as we feel is necessary to protect our systems or business. Specifically, but without limitation, we reserve the right to disclose such information when a visitor or member is in violation of our Terms of Use or any other agreement with us, or engages (or is suspected of engaging) in any harmful, infringing or illegal activity; any threatening or abusive behavior or in any manipulation of the Site or the Services including, without limitation, to law enforcement agencies for investigation or prosecution. You hereby agree that we may disclose such information in connection with such events and/or concerns, with or without a subpoena, warrant, or other court order, and that we may disclose such information in response to court and governmental orders, civil subpoenas, discovery requests and as otherwise required by law, as well as in response to allegations of infringement or as we feel may be required to protect TSCI, the Services, the Site, our users, or other third parties. We also reserve the right to suspend or terminate your membership in connection with any suspected illegal, infringing, or inappropriate activity.

Subject to the foregoing, TSCI may use your personally identifying information: (1) to customize various aspects of the Site and the Services to your preferences; (2) to determine which advertisements or sponsor messages will be served to your browser; (3) to send you announcements, updates, and other third party materials that we feel may be of interest to you (you may "opt out" of receiving these

### Quote Of The Day

*"In life it is more necessary to lose than to gain. A seed will only germinate if it dies."*

- Boris Pasternak





90 captures  
12 Jul 2008 - 10 Aug 2011

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advertisement and development partners and strategic alliances; and  
(2) TSCI's contractors, consultants, and professional advisors to the extent necessary for them to perform services on our behalf, and only under disclosure restrictions.

Notwithstanding anything contained herein, because the Site is "powered by" Brink Media, Inc. and DesertNet, LLC, and is hosted by RealNetworks, Inc., TSCI will disclose both personally identifiable and non-personally identifiable information to Brink Media, Inc., DesertNet, LLC and RealNetworks, Inc. In addition, we may partner or otherwise contract with other parties to provide specific services. When you sign up for these services we will share names, or other contact information that is necessary for the third party to provide these services; provided that these parties are not allowed to use personally identifiable information except for the purpose of providing these services.

#### **User Names and User Disclosure**

The user name you select or are provided with upon registration with the Site is deemed non-personally identifiable information. Your user name may be published on the Site and may be disclosed to others, including, without limitation, to the public, and to any third parties with whom we elect to share such information. In addition, if you include your name or any other personally identifying information in any material transmitted or posted on public areas of the Site or the Services (including, without limitation, message boards, reviews and chat rooms), such information will become public information and will be published on the Site and will be disclosed to other users of the Site and to other third parties who may have access to or otherwise see a display of such information. You hereby release, waive any claims against, and hold harmless TSCI and its related or affiliated entities, as well as all of its and their respective partners, parent, members, subsidiaries, affiliates, sponsors, officers, directors, shareholders, representatives, agents, contractors, consultants, and professional advisors and any of their employees, from and against any and all claims relating to such disclosure, sharing, or publication.

#### **Festivals, Contests, Submissions and Promotions**

When you enter a festival, contest, submission or other promotional feature, we may again ask for your name, address, email address, user name, password, and other various submission information, demographic information and consumer preferences so that we are able to, for example, properly administer the festival and notify winners. We reserve the right in our sole discretion to sell, trade or otherwise transfer outside TSCI personally identifiable information that users voluntarily provide in any registration or festival, contest or material submission. In connection with TSCI's festivals, contests, submissions or other promotions, TSCI may post relevant privacy information in the official rules, and/or in the registration area or another area on the Site for the festival, contest, promotion or submission. That privacy information, to the extent it conflicts with our Policy, will govern that particular promotion, festival, contest or submission.

#### **Cookies**

A cookie is a piece of data stored on the user's hard drive containing information about the user. Usage of a cookie is in no way linked to any personally identifiable information while on the Site. Once the user closes their browser, the cookie simply terminates. For instance, by setting a cookie on the Site, you would not have to log in a password more than once, thereby saving time while on the Site. If you reject the cookie, you may still use the Site, however, you will be limited in some areas of the Site. Cookies can also enable us to track and target the interests of our users to enhance the experience on the Site. Some of our business partners use cookies on the Site (for example, advertisers). However, we have no access to or control over these cookies. Most browsers will allow you to erase cookies from your computer hard drive, block acceptance of cookies, or receive a warning before a cookie is stored.

#### **Log Files**

We use IP addresses to analyze trends, administer the Site and the Services, track user movement, and gather broad demographic information for aggregate use.

#### **Information Access, Review and Updating**





90 captures

12 Jul 2006 - 10 Aug 2011

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2006 2007 2008

### Third Party Uses and Links

TSCI cannot and does not assume any responsibility for any actions of any third parties, including their use of information received either from TSCI through the Site, the Services or independently. The Site and the Services may contain links to other World Wide Web sites. We are not responsible for the privacy practices or the content of such other web sites. You are encouraged when you leave the Site and to read the privacy statements and terms of use of all websites to which you are linked. Our Policy applies solely to information collected by TSCI on the Site and through the Services.

### Security

When you submit information via the Site, your information is protected using secure data networks protected by industry standard firewall and password protection systems. Our security practices and policies are periodically reviewed and updated as necessary, and only authorized individuals have access to the information provided by our users. You are ultimately responsible for the security of your user name and password. If you have any questions about the security at the Site, you can send an email to [inquiries@triggerstreet.com](mailto:inquiries@triggerstreet.com).

### Choice/Opt-out

You may choose to "opt out" of receiving promotional or other certain materials from TSCI and/or its affiliates, advertisers, or other business partners at any time by checking any "opt-out" boxes that may be provided during the registration process. You may also contact third parties directly. Users will not be able to "opt out" of receiving certain email messages from us that are important to your use of the Site or the Services.

### Consent

By using the Site or the Services, you signify your assent to our Policy. If you do not agree to our Policy, please do not use the Site or the Services. We reserve the right to make changes in our Policy at any time. Amendments to our Policy will be posted at this URL and will be effective when posted. Please check our Policy regularly to ensure you are aware of any changes in our privacy practices. Your continued use of the Site or the Services will signify your acceptance of the changes to our Policy. If you have any questions regarding our Policy, please email us at [inquiries@triggerstreet.com](mailto:inquiries@triggerstreet.com).

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# **Exhibit D**

## **Amazon Studios**

- **Sign in**
- **Register**



Submit

Get your movie or series idea considered by Amazon Studios

Movies

- **Submit a script**
- **Submit a video**

Series

- **Submit a drama series idea**
- **Submit a comedy series idea**
- **Submit a children's series idea**



Create

Amazon Storybuilder

- **Outline your movie or TV script**

Amazon Storywriter

- **Write your movie or TV script**



Review

Help us decide which movies and TV shows to make

**See our latest projects and weigh in now**

Movies

- **All movie projects**

Series

- **Original series**
- **All series projects**



Search

Projects and People

**Forums** › **The Commissary Forum** › Trigger Street Labs website for writers going away

## Trigger Street Labs website for writers going away

1-12 of 12 posts

Sort:

Oldest first

|

Page: 1



**Russell Corey** says:

### **Notable Projects**

Sad to see this posted on the Trigger Street Labs website. I loved using this site to get feedback on scripts and crafting drafts. I will miss it so much.

Announcement:

To all members of the Trigger Street Labs community:

After twelve incredible years as one of the leaders in being a platform for exposure and discovery of your creative content, we will be shutting down the site effective early January of next year. All users will be able to download their reviews, and save whatever content they need to prior to the shutdown. You can do this through your profile page. We care a great deal about giving you the opportunity to showcase your work, and we did our best to provide you with the most intuitive and creative platform possible.

We would like to extend our gratitude to all of our amazing users who have supported us, given feedback and advice, and allowed us to build a better site over the years. If it weren't for the community, the site would not be what it is today

Furthermore, a deepest thanks goes out to our moderators who have spent their precious free time ensuring the site remain an asset for creative individuals seeking exposure for their content.

We had an amazing ride. Thank you so much for your participation over the years.

Announcement link here.

- Trigger Street Productions

**Reply to this post**

Posted on: November 06, 2014 04:14 PM PST



**Phil Hwang** says:

I used this site off and on over the years. Recently, it had changed its format and was difficult to navigate.

Now, I use Talentville to vet my screenplays. It's always a mixed bag, but it feels like the only alternative to paid feedback.

**Reply to this post**

Posted on: November 07, 2014 01:59 PM PST



**Lauri** says:

There's also Zoetrope for freebies.

But there's nothing wrong with paid feedback. :)

**Reply to this post**

Posted on: November 07, 2014 06:30 PM PST



**Eric Christopherson** says:

Nothing wrong with trusting your own judgment for that matter.

**Reply to this post**

Posted on: November 07, 2014 06:54 PM PST



**Lisa Scott** says:

never trust your own judgement fully. every writer needs an editor. seasoned writers need editors. wannabe writers even more so.

**Reply to this post**

Posted on: November 08, 2014 04:03 AM PST



**Tom Gilman** says:

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This site never was about the writers. Dean and a few others used the writers, their scripts and stories as a cover to gain exposure for themselves. In any case, it was poorly managed; and much of the day to day business was left up to a select group of writers and readers so Brunetti and the others could go pursue their pet projects and ignore the site. But thanks to good peer reviewers I gained a lot of experience and knowledge from other members, but never from the site managers who couldn't be bothered to deal directly with the members. Try Zoetrope, which is run far better.

**Reply to this post**

Posted on: February 08, 2015 09:37 PM PST



**terror Tv** says:

Sad? What has triggerstreet ever done for anybody???

Let me tell you what triggerstreet was all about:

- 1) Dana Brunetti used it to acquire enough funds to promote movies. Now that he's there triggerstreet is dust in the wind
- 2) Name ONE person who got their big break from the site?? Any one? I think not!
- 3) Youtube made more people famous, more money than Trigger ever hoped.
- 4) They came to be leaders in what? They stated they are one of the tops leaders in help young talent. Yeah I think not!
- 5) Triggerstreet used people dreams, hopes, etc to make money!! That's the cold hard truth
- 6) And I know this to be a fact. They "adjusted" you internet traffic reports to continue sponsorship from Budweiser.

I say good riddens

**Reply to this post**

Posted on: February 10, 2015 08:29 AM PST



**Jack Hudkins** says:

Terror, thanks for posting the truth. Many of these sites feed off peoples hope. If some make it, then good deal.

**Reply to this post**

Posted on: February 10, 2015 10:07 AM PST

**In response to an earlier post preview this post**



**Ralph Wescott** says:



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Trigger Street, like any site, including AS here, is what we & they make it. Success on TS, large or small, is mentioned in their Success section -- Pages of them. I'd say any member using the site learned something while there, or at least entertained themselves. Oh yes, it was on TS that I learned of other sites, (AS for one) contests, books, movie equipment, etc. Without them, I'd still be dreaming and complaining of the stories stuck in my mind and having no idea how to get it into a close resemblance of the screenplay format, let alone all the peoples input on how to use the computer. Just my two cents from another wannabe writer/movie maker.

**Reply to this post**

Posted on: February 10, 2015 04:53 PM PST



**Ed Ellis** says:

\*riddance.

And it did help some of us. I, for one was optioned as a result of the site. Bitter is a sad pill.

**Reply to this post**

Posted on: December 29, 2015 06:14 PM PST

**In response to an earlier post preview this post**



**Nathan Mills** says:

For a short time it seemed, TS was also a platform for novelists too. I got great feedback on early drafts of my manuscripts.

**Reply to this post**

Posted on: May 24, 2016 04:32 PM PDT



**Paul Chironi** says:

Honestly, when TriggerStreet was at its height (before the great "memory dump" of 2007) nothing came close to it.

The peer review/Script of the Month/top three scripts get free reviews by ScriptShark all for free has never been matched anywhere.

Granted, Amazon Studios crushed everyone when they started with cash prizes, but not so much in terms of feedback.

And, as corny as it sounds, I thought the "Hall of Justice" was pretty cool.

So -- thanks again Kevin and Dana -- it was a cool ride.

**Reply to this post**

Posted on: May 25, 2016 04:30 PM PDT

< Previous | Page: 1 | Next >

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**Amazon Studios**

# **Exhibit**

# **E**

## Records Request

Steve

Tue 4/15/2014 12:23 AM

Sent Items

To: Operations@TriggerStreet.com <operations@triggerstreet.com>;

Dear TriggerStret Operations,

My name is Steve Wilson Briggs, (TS member name "birdynumnum"; member since June 10, 2004). I'm the Plaintiff in a copyright suit concerning a screenplay I posted on TriggerStreet.com in 2007, called Butterfly Driver. I posted the script 3-6 times from January to August of 2007. I'm contacting you to request all records of every member who accessed my work during that timeframe (01/01/2007 to 08/31/2007). I'd also like to receive ALL communication records you have between myself and other TS members on your public and private comments, posts and message boards. Please, let me know at your earliest convenience how soon I can expect this information and what I can do accelerate things. I'm sorry for any inconvenience this request creates. Thanks so much.

Steve Wilson Briggs

# **Exhibit**

# **F**

## Re: Records Request

TS Operations

Tue 4/15/2014 10:14 AM

To: Steve <birdynumnumz@hotmail.com>;

Unfortunately, once your submission is deleted from the site all records are deleted as well. The only thing you do have are your reviews and comments on your profile page, in addition to your forum posts.

-Operations

--

TS Operations  
Trigger Street Productions

On Tuesday, April 15, 2014 at 12:23 AM PDT, Steve wrote:

| **Butterfly Driver**



# **Exhibit G**

**The New York Times**

MEDIA

## Tilting Hollywood's Balance of Power to Talent Agency Clients

By MICHAEL CIEPLY MARCH 19, 2007

LOS ANGELES, March 18 — Almost six years ago, big thinkers at Hollywood's Endeavor talent agency, best known as the players behind the industry satire "Entourage" on HBO, drilled into a bothersome question: Why should a star or director work for low pay on a labor of love only to see a film studio or foreign sales company strike it rich if the movie thrives in worldwide theatrical and video markets?

Far better, they reckoned, would be to put those dollars in the pockets of clients and, not incidentally, of the agents who represent them.

By late 2003, a young agent, Mordecai Wiczyk, under the wing of the Endeavor partners Ariel Emanuel and Patrick Whitesell, joined with a Harvard Business School classmate, Asif Satchu, to do just that by creating Media Rights Capital.

It soon built high-profile movies — like Alejandro González Iñárritu's "Babel" and the comedic actor Sacha Baron Cohen's planned "Bruno" — around clients of Endeavor, which was quietly given part ownership in return for helping to find film projects and make deals.

AT&T and the advertising conglomerate WPP Group joined Goldman Sachs as investors. This combination, Mr. Wiczyk and Mr. Satchu said, gives Media Rights the ability to invest \$400 million a year into movies, television shows and

broadband Internet episodes, a considerable amount even at a time when Hollywood is crawling with aspiring financiers.

If they succeed, the pair may help shift the balance of power in Hollywood by increasing opportunity for idiosyncratic movies like the multilingual “Babel,” and by giving filmmakers and stars more earning power and ownership of their projects.

Despite the new money and the seven Oscar nominations for “Babel,” the company has yet to convince a skeptical film business that it is not just a stalking horse for Endeavor and its clients. To expand its reach, Media Rights must overcome a widespread sense that the company is playing loose with restrictions on agencies employing their own clients or that it is somehow beholden to the agency that helped create it. “Everyone who is not in the bus, we’re going to keep stopping by the house and opening the door,” Mr. Wiczzyk said in an interview this month at the company’s office in the building that also houses Endeavor.

Mr. Wiczzyk, who previously worked at the foreign sales company Summit Entertainment, and Mr. Satchu, who co-founded and later sold the online industrial supply-chain management company SupplierMarket at the height of the dot-com boom, remain more business school than Hollywood in their delivery.

Working the phones from their barebones office on Wilshire Boulevard in Beverly Hills, Mr. Satchu, 35, acknowledged a penchant for making points with scrawls on a whiteboard. Mr. Wiczzyk, 34, spoke with considerable passion about their zeal for market information. “We spend all of our time thinking about the data we don’t have and what would we do if we had it,” he said.

The pair described a process in which information shared among partners like WPP and AT&T at the formative stages of a project — like a DVD and Internet program for homemakers, suggested by the actress Raven-Symoné — may increase its marketability later. They said the company worked through likely outcomes from, say, a series of 10 five-minute spots as opposed to 20 of half that length, granting the actress and her collaborators the final call.

Meanwhile, detailed assessments of foreign markets may influence decisions about selling rights to films like “Sleuth,” coming in the fall.

“We get people comfortable; we get people to give us their information,” said Mr. Wiczuk, who described himself as being “evangelical” about using data to help artists seize the value in their own work.

And they dream big. They talk of financing 10 films, five or six television shows, and 20 mobile or broadband shows annually.

A financier’s connection with a talent agency is not a novelty in Hollywood. Stung by the studios’ continuing retreat from star-driven films, talent companies like Creative Artists Agency, the William Morris Agency, International Creative Management and the United Talent Agency have all sought to connect their clients with alternative financing.

Cassian Elwes and his division, William Morris Independent, for instance, have helped Morris clients put together movies (like the planned “Grace Is Gone”) outside the studio system. But representatives of several such companies said last week that they knew of no firm that has pushed its alliance with an agency as far as Media Rights.

Films backed by the financier have included substantial talent from other agencies — Brad Pitt and Cate Blanchett, stars of “Babel,” are represented by Creative Artists.

But virtually all of the company’s projects have been built around an Endeavor-backed participant, like the actor Jude Law in “Sleuth,” or Hugh Jackman, in “The Tourist.” According to Mr. Wiczuk and Mr. Satchu, the agency owns a minority, nonvoting stake in their company, which they declined to specify. They added that no Endeavor agent holds an individual stake or sits on the Media Rights board.

Still, those at other agencies would like to know more. Requesting anonymity because of general industry reluctance to speak publicly about a rival’s business, some agents last week questioned whether Media Rights could be trusted not to put their proprietary information in the service of Endeavor. Others wondered if the Endeavor’s ownership stake ran afoul of regulatory provisions in California law or contracts with guilds.

“For us, financing opportunities are always exciting and interesting,” said Jeremy Zimmer, a partner at United Talent. Mr. Zimmer said that his agency has not done business with Media Rights, but might do so if it was satisfied that the company’s ownership and influences were clear. “What becomes critical is who is the management?” he asked. “What level of transparency are we going to have?”

Robert Jones, California’s acting labor commissioner, whose office regulates talent agents, said the state’s labor code has a provision banning conflicts of interest by agencies. The law, from a time when models were sometimes sent for hair and makeup work by operators with a close connection to their agencies, says that no agent may refer a client for services to any entity in which the agency has a direct or indirect financial interest.

The law’s wording has a broad sweep, but does not specifically address film financing. Mr. Jones said he was not aware of any complaints related to the Media Rights-Endeavor association. Any ruling on a conflict, he added, would depend on the facts of a particular case.

An overall franchise agreement under which the Screen Actors Guild restricted the right of agencies to engage in film production expired in 2001, and Hollywood’s major agencies have since operated without a formal agreement with that guild.

Media Rights has been careful to distinguish itself as a financier rather than a producer. Representatives of Endeavor and Media Rights said the two companies became involved only after a legal review, conducted by an outside labor lawyer, persuaded them that agency law and guild regulations permitted the venture.

Meanwhile, the studios are wary because they are likely to have only so much appetite for films in which they are not the principal owners. Last year, Universal paid \$42.5 million to acquire the rights in English-speaking regions and some European territories to Mr. Baron Cohen’s “Bruno,” based on its namesake character, a gay Austrian fashion expert.

Some rival executives considered the figure excessive, given the limited scope of the rights (Universal will not own the negative) and the risk factor in returning to the

mockumentary format that worked in “Borat: Cultural Learnings of America for Make Benefit Glorious Nation of Kazakhstan.”

“From my perspective, this kind of deal is only bad for the business if you did it all the time,” David Linde, the studio’s co-chairman, said. He pointed out that his company had agreed to make more than two dozen of its own movies over the last 10 months; adding “Bruno” would only strengthen its release schedule.

Yet John Leshner, president of Paramount Vantage, which released “Babel,” said a similar arrangement was ultimately sound, if not spectacularly lucrative, for his company. Paramount Vantage bought rights in English- and Spanish-speaking territories, and left the rest. “I’m not going to make a tremendous amount, but I’m going to make money on the film,” said Mr. Leshner, who made the deal as the director’s agent before joining the boutique studio.

The film has made about \$114 million at the box office, almost 70 percent of that abroad. Paramount will most likely have strong sales from DVD, thanks to the movie’s Oscar nominations, but it also invested heavily in a sustained award campaign.

According to Jon Kilik, a producer of “Babel,” the film cost about \$30 million to make, and Paramount Vantage paid less than the production cost for its rights. Mr. Kilik said Media Rights assisted the process by providing what he called bridge financing, which held the movie together for several months while talent deals and more conventional film lending were put in place. Financial benefit from the deal was ultimately split among Mr. Iñárritu, the producers, stars and writer of the film, he said.

Endeavor had a jolt last week when Mr. Iñárritu — whose film was a showcase for that agency and Media Rights — bolted to the competing Creative Artists Agency. People associated with the director said his departure had nothing to do with Media Rights, and in a statement on Friday, Mr. Iñárritu said he hoped to find a new project with the financier.

Mr. Whitesell of Endeavor, in a phone interview, said he believed that the information-sharing tack taken by Media Rights would persuade other agencies to



embrace its projects, though he suspected that some might foster similar financing entities rather than signing on.

“I have mixed feelings about other people getting into it,” Mr. Whitesell added. “But that will just create more opportunity for clients.”

A version of this article appears in print on , on Page C1 of the New York edition with the headline: Tilting Hollywood's Balance of Power to Talent Agency Clients.

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# **Exhibit H**

HOLLYWOODLAND INSIDE THE BIG PICTURE SHOW.

MARCH 20 2007 1:45 PM

## More on That Slick Bruno Deal

How an agent turned his pie-in-the-sky memo into a reality.

By Kim Masters

## HOLLYWOODLAND

**Agent X:** A helpful reader (and we could use more of you) has reminded us that years ago—in 1999, to be specific—young Modi Wiczky wrote a memo on the future of Hollywood. It was called "Another New Ball Game."

Recall that last week, we **told you** how the Endeavor agency—in which Wiczky is a former partner—got Sacha Baron Cohen a sweet deal for making Bruno (the follow-up to Borat) at Universal. The deal involved the brief use of a financing vehicle called Media Rights Capital. Some studio types were suspicious that MRC was a unit of Endeavor and that the whole point of using MRC was to get a deal that no studio would otherwise have yielded. It would be against the law for MRC to be a unit of Endeavor because it is against California state law for agencies to produce films. Endeavor has said that MRC is a separate entity.

The co-CEO of MRC is Modi Wiczky.

Few ideas are original, and Wiczky would seem, in his 1999 memo, to have tipped his hat to his forebears. Peter Guber—the former Columbia Pictures chief who almost decimated the studio in the early '90s—wrote a memo as a young executive in 1969. It was called "The New Ballgame"—a 15,000-word prediction of future shock in the movie business. (The premise was that home video would transform the movie business as well as music, theater, religion, sex, and just about everything else.)

In the early '80s, Michael Eisner wrote another state-of-the-industry memo, replete with baseball metaphors, when he was an executive at Paramount. Jeffrey Katzenberg, as the restless chairman of the Disney studio, annoyed Eisner when he wrote a similar memo packed with baseball metaphors in 1990.

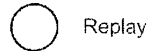
Wiczky's "Another New Ball Game" was, potentially, a more revolutionary memo. He wrote it as a young executive at a company called Summit Entertainment. The memo predicted the decline of the studios, with filmmaking talent as the beneficiary. He also predicted that a management company with a lot of big stars would start to produce and own films. "The most immediate and pressing challenge would be to get the studios to carry the product," he said. The likelihood of a studio boycott was remote, he said, because "whichever studio was suffering at the time would probably break ranks in the name of short-term self-preservation." Hmm.

Michael Ovitz eventually tried to launch such a management company and failed. But Wiczky's memo said the agencies could also carry out the change. "A similar structure could be created which complies with the conflict-of-interest laws," Wiczky wrote. "If [a] fund was created as a stand-alone entity and the agency had an arms-length service contract, they could avoid conflict-of-interest violations. ... Admittedly this is a delicate issue and a tough deal to pull off, but it's certain someone would try it." Why? The potential for enhancing agency commission was "too rich to ignore." In fact, he said, an agency could double its annual revenues.

All this seems very prescient in light of the Bruno deal. Whether Endeavor really can run with that ball remains to be seen. Wrong sport, but you get the idea. ([link](#))

Tuesday, March 13, 2007

ADVERTISING



Sacha Baron  
Cohen

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**Funny business:** When Fox let slip the opportunity to make *Bruno*, Sacha Baron Cohen's follow-up to *Borat*, some thought the studio let one of the hottest stars in the firmament get away. Others said the deal, which cost more than \$40 million, was too rich—especially since it's an open question whether Cohen can pull off another movie based on people not recognizing him (this time as a gay Austrian fashion maven).

The *Bruno* deal raises another good question: Has Endeavor, the agency that represents Cohen, invented the perfect crime? Or did it simply come up with a clever way of striking a very favorable deal that infuriates the studios?

Endeavor has had some Oscar heat lately—its clients include Martin Scorsese, Alejandro González Iñárritu, and many others (though Reese Witherspoon just bolted). Even before *Borat* opened, the agency presided over a bidding war for *Bruno* among several studios. Universal's winning bid was \$42.5 million—a big bump up from *Borat*, which cost less than \$20 million (and has grossed more than \$250 million worldwide).

Before the bidding frenzy started, Endeavor sold *Bruno* to a financing entity called Media Rights Capital. MRC didn't take much of a risk, since the studios were fighting to buy the project before the proverbial ink was dry. In fact, MRC sold the package to Universal at such lightning speed that some at the studios have wondered aloud (if not on the record): Why did Endeavor need to bring MRC into the deal?

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And that raises the question: Is MRC a separate company, or is it Endeavor in different clothing? It is against California state law for agencies to produce films, and Endeavor has said that MRC is a separate entity. But some in Hollywood perceive MRC as a unit of Endeavor—a unit positioned to cherry-pick projects. Former Endeavor agent Modi Wiczyk is co-CEO of MRC.

One executive who passed on *Bruno* said MRC seems to be an "internal production machine" for the agency. An executive at another company also expressed doubts about the deal. "None of the math made sense," this executive said. Estimating high, the film seemed to require a budget of only about \$30 million, "even if you give Sacha the \$15 million that he wanted" for starring. And if that were true, then whose pocket would be lined with the markup?

An Endeavor source says all this is the bitter cavil of the defeated. "MRC is its own company," he says. After all, Endeavor would hardly risk its business by breaking the law. And through the independent MRC, Endeavor got Cohen one hell of a deal (and presumably an extra-nice commission for itself). MRC agreed to pay Cohen \$15 million instead of the \$12.5 that a studio would have paid, and gave him the lion's share of profits as well as creative control. And in the end, he gets to own the negative—a worrisome prospect for studios that live on the income thrown off by their libraries. That's a package the studios would never have matched—much less beaten—without an electric prod.

One of those executives who did not think the deal was well-advised sees it as a bad precedent, explaining that a studio "should not step into a deal where you're violating the most basic practices of the business you're in."

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Case: 19-15128, 05/28/2019, ID: 11311207, DktEntry: 14-7, Page 102 of 259  
 Executives at Universal disagree. "One can argue if you did this all the time that it's a way to run your business," one says. "We're not doing this all the time. But there are unique opportunities."

The eventual deal with Universal was all the sweeter for Cohen because at the time that it was struck, the research tracking audience interest in *Borat* looked a little wobbly and Fox—figuring that the movie needed to build a little word-of-mouth in the heartland where no one had ever heard of Cohen—cut the number of theaters in which the film would open. None of that sat well with the star. And Fox did not respond to the opportunity to make the *Bruno* deal with the alacrity that Cohen or his representatives deemed appropriate.

For its \$42.5 million, Universal got rights to the movie in English-speaking countries, Germany, Austria, and let us not forget Belgium and the Netherlands (but apparently not Kazakhstan). Our Endeavor source tells us this is a bargain. Cohen's Ali G movie did \$15 million in the United Kingdom in the pre-*Borat* days, he says, and *Borat* pulled in almost \$40 million there. So (he argues), it made sense for Universal to wager that *Bruno* can pull in enough money even in its limited territories—one of which is the United States, after all. (Bear in mind that studios get to keep about half of those grosses. But the Endeavor source says Universal cannot lose money on the movie even if it's terrible.)

This source says the studios are annoyed simply because they were backed into a corner. "People say, 'We're never going to work with you again—fuck you,'" he says cheerfully. "Two months later, there's something they want. ... The studios are getting less powerful, not more. Did we do the right thing for our client? That's a no-brainer." ([link](#))

Advertisement

Friday, March 9, 2007



Howard Stringer

**TGIF:** It's Friday and that's a blessing for most everyone, except those executives who will watch their movies get flattened by 300 over the weekend.

Last weekend, however, was huge in terms of media-business journalism—almost like a graduate seminar on some of the biggest players in today's Hollywood. There was a long piece about John Lasseter and Disney in the *New York Times*, as well as one about Tom Cruise and his United Artists deal. There was a story about MGM in the *Los Angeles Times*. And there was the mother of them all in the *Wall Street Journal*—a remarkable interview with Sony Chairman Sir Howard Stringer.

It took us a while to digest this feast. And since you presumably don't get paid to read these fine articles, maybe you didn't get around to them at all. So, here is what you need to know:

The John Lasseter piece **purports to address** whether Lasseter can remake the drifting Disney animation operation even while guiding Pixar. Here's what he's really saying: *Meet the Robinsons* is not the first Disney film under his leadership. Don't blame him for this one. After watching a screening of the film last March, Lasseter beat up on director Stephen Anderson for six straight hours. Nearly 60 percent of the film was dumped. Still, to reiterate, don't blame Lasseter if it doesn't work.

The Tom Cruise piece **makes one essential point:** Tom Cruise's production company at Paramount did very, very well with Tom Cruise movies but "those that did not feature the actor—pictures like *The Others*, *Elizabethtown*, *Shattered Glass* and *Narc*—had 'mixed' commercial success." In this sentence, "mixed" is a euphemism. Cruise is not obligated to appear in any United Artists film. And, at Paramount, Cruise and his partner, Paula Wagner, did not quite average a movie a year—at UA, they expect to make several a year.

The *Los Angeles Times* article about MGM chief Harry Sloan, the guy who made the Cruise deal, **reveals** that he has a lot of

crystals in his office and talks about fire. But if you're an investor, that might be a problem. You

The most stunning piece of them all is one that many people somehow overlooked. In his interview with the *Wall Street Journal*, Sir Howard says his achievements have been masked in part by such problems as Sony's battery recall which, he says, "took too long for bizarre Japanese reasons that I don't want to spend the rest of my life discussing." None of the executives alerted him to various problems, and they're also bitching because he doesn't have a place to live in Tokyo, preferring to stay in a hotel when he's there. Stringer says he won't get some lonely apartment in Tokyo but concedes he should have "faked it better," adding, "I mean that seriously."

We don't speak Japanese but when you translate those remarks, we think it comes out like this:

"I hate this job! Fire me!" (link)

Wednesday, March 7, 2007



Shia LaBeouf

**Project Greenlight:** It's been rumored around a bit on the Web, and now an excellent source says you can count on it: Shia LaBeouf will play the son of Indiana Jones in the upcoming fourth installment in the series, set for release in 2008.

Advertisement

Apparently, the young actor is impressive enough in the upcoming Steven Spielberg-produced *Disturbia* and *Transformers* that he won the role.

We liked LaBeouf in *Holes* and felt inexpressible pity for him in *Project Greenlight*, when he was suffering through the making of *The Battle of Shaker Heights*. We missed him in some of the other stuff. So, America, what do you think? He's got the chops as an actor, but does he have enough leading-man appeal to be the son of Indy? Even some of those close to the project aren't sure.

But if Spielberg and Lucas are, that's the end of the conversation. Those two have been kicking around the idea of another Indiana Jones adventure since they all went to an American Film Institute dinner honoring Harrison Ford in February 2000 and watched that boulder roll on the screen. There have been a number of false starts, and by now it's clear that Ford, who turns 65 this year, needs a kid in the movie.

After all, Indiana Jones is completely foreign to the young audience today, and some in the industry have wondered whether the idea will have broad appeal at this point. It's also painful to imagine the kind of deal that Paramount will have to give to this collection of talent, though Spielberg is a comparatively thrifty director. Given this combination of players, most studios would say yes and take their chances. (link)

Friday, March 2, 2007

The Oscars are over, but the gossip isn't quite all gone.

—Who almost got the prestigious **Thalberg Award** for lifetime achievement? Come on, guess. You're right if you said schlockmeister **Roger Corman**, producer of such classics as *The Wasp Woman* and *A Bucket of Blood*, as well as the original *Little Shop of Horrors*, *Piranha*, and other classics. He may seem an unlikely choice for a prestige award that previously has gone to Darryl Zanuck and Samuel Goldwyn, but Corman started so many big careers in the business—Martin Scorsese, Francis Coppola, and Jack Nicholson, among others—that he had lots of support from protégés who signed letters on his behalf.

There's always next year. (No one has taken home the Thalberg Award, which is handed out irregularly, since Dino De Laurentiis received it in 2000.)



—As we've mentioned before, many in Hollywood were stunned and some disillusioned when *The Departed* producer Graham King failed to mention Paramount chief Brad Grey's name when he accepted for best picture.

Recall that Grey had unsuccessfully lobbied the Producers Guild for recognition as a producer on the film (for work he had done before taking the top job at Paramount). When he didn't get it, he asked the academy—which generally follows the guild's lead in these matters—to render him eligible to pick up the Oscar if *The Departed* were to win. Many thought Grey's campaign for recognition was a bad idea considering that his studio had *Babel* in contention and *The Departed* was a Warner movie. But that didn't stop him.

In fact, even after the academy made its decision, we're told King confided to friends that he'd been pressured to withdraw his own name in protest. This strategy worked some years ago when the Producers Guild wouldn't recognize Grey for his work on *The Sopranos*. The show's creator, David Chase, threatened to withdraw his own name and the guild caved. King fretted over what to do but decided to take that possibly once-in-a-lifetime walk on-stage to get the golden statuette—and compensate by thanking Grey in front of the world. Our source assures us that when the big moment arrived, King simply forgot to say thank you. And we absolutely believe that. (Dr. Freud, call your office.)

It's probably just as well for Grey that the academy didn't give in. On Oscar night, he was seated in a row with his boss, Viacom Chairman Sumner Redstone. Had he attempted to rise from his chair, there's no doubt that a gnarled claw would have shoved him back down so fast that Grey's vertebrae would have cracked.

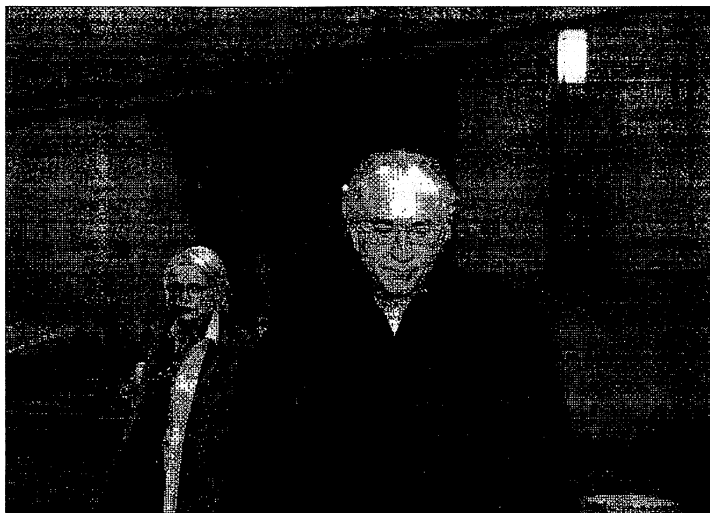
—It occurred to us that when Jack Nicholson opened the envelope for best picture, he might have said *The Departed* when the card actually read *Little Miss Sunshine*. After all, we know which one he preferred. When we mentioned this—jokingly—to an executive associated with one of the losing films, we were surprised to discover that he had the same thought—and he wasn't joking. Did Jack read the right name? Only Diane Keaton and Price Waterhouse know for sure.

BROW BEAT SLATE'S CULTURE BLOG

MAY 19 2017 8:02 AM

## While Amazon and Netflix Are Producing Ambitious Movies for TV, HBO Is Still Stuck Making TV Movies

By David Canfield



*The Wizard of Lies*, starring Robert De Niro and Michelle Pfeiffer.

Craig Blankenhorn/HBO

Steven Soderbergh did not intend for *Behind the Candelabra*, his Liberace biopic starring Michael Douglas and Matt Damon, to wind up on HBO. The director described its bumpy journey to the network upon its premiere, explaining that his initial pitch—requesting a mere \$5 million to shoot a script by Richard LaGravenese, with those marquee names already attached—was met with uniform rejection by Hollywood studios. He told the *Wrap* that “[everybody] said it was too gay,” and in a more in-depth interview with *Mother Jones*, he

argued that the “economics” of the theatrical market rendered such a path impossible. The studio’s loss turned out to be HBO’s gain: *Behind the Candelabra* earned universal acclaim among TV and film critics alike, won 11 Emmy Awards, and hit a near-decade viewership record.

Given HBO’s resources, the success of *Behind the Candelabra* should not be the anomaly that it is. For decades, the pay-cabler’s model for TV movies has been frustratingly static: It takes rich historical material and spins it into movies that, no matter the talent of the people involved, usually come up short on ambition and middling in execution. It’s the very opposite of the cutting-edge brand HBO has cultivated for itself in series and documentaries. For every *Candelabra* there’s a *Phil Spector* and a *Mary and Martha*—movies that aired in the same season as *Candelabra*, respectively starred Al Pacino and Hilary Swank, and faded from relevance the moment their credits rolled. For every *Bessie*, *Dee Rees’* uneven but galvanizing biopic starring Queen Latifah, there’s a *Confirmation* and an *All the Way*, both of which squandered the dramatic potential of ever-timely political crises.

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# **Exhibit I**

# THE NUMBERS

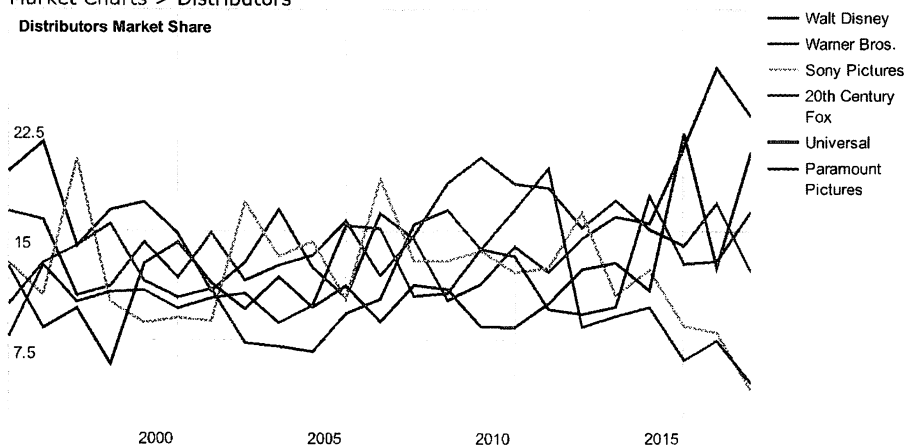
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## ALLERGIES WITH NASA CONGESTION

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Distributors Market Share



**Note:** Figures for 2017 are at an annualized rate.

### Trending Pages

- Bankability Index
- Daily Box Office
- Weekend Box Office
- Weekly Box Office
- Weekly DVD Sales
- Weekly Blu-ray Sales
- Top-selling DVDs of 2017
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- Theatrical Release Schedule
- All-Time Top Grossing Films
- Theatrical Records
- Movie Budgets
- Theatrical Market
- Report Builder
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- Highest Grossing Stars of 2017

### Market Share for Each Distributor 1995-2017

Rank	Distributor	Movies	Total Box Office	Tickets	Share
1	Walt Disney	535	\$31,230,342,981	4,743,883,013	15.39%
2	Warner Bros.	686	\$30,481,204,951	4,568,074,683	15.02%
3	Sony Pictures	647	\$24,797,983,336	3,821,175,597	12.22%
4	20th Century Fox	476	\$23,735,862,700	3,563,006,067	11.69%
5	Universal	440	\$23,381,336,666	3,492,798,649	11.52%
6	Paramount Pictures	446	\$22,413,883,651	3,448,219,756	11.04%
7	Lionsgate	362	\$7,879,609,096	1,030,549,036	3.88%
8	New Line	205	\$6,193,114,702	1,116,171,066	3.05%
9	Dreamworks SKG	77	\$4,278,649,271	760,431,349	2.11%
10	Miramax	384	\$3,842,684,125	715,187,644	1.89%
11	MGM	229	\$3,510,209,398	642,120,427	1.73%
12	Fox Searchlight	202	\$2,343,764,984	336,789,784	1.15%
13	Weinstein Co.	172	\$2,148,969,711	273,373,370	1.06%
14	Focus Features	147	\$1,815,301,884	248,259,456	0.89%
15	Summit Entertainment	40	\$1,667,022,795	217,204,346	0.82%
16	Sony Pictures Classics	464	\$1,097,234,134	169,170,221	0.54%
17	Miramax/Dimension	28	\$1,035,673,230	177,909,485	0.51%
18	Relativity	45	\$932,355,849	115,528,169	0.46%
19	Open Road	45	\$752,411,515	91,621,986	0.37%
20	Newmarket Films	28	\$471,900,320	76,379,481	0.23%
21	IFC Films	368	\$409,321,534	64,131,428	0.20%
22	CBS Films	24	\$383,911,097	47,627,449	0.19%
23	FilmDistrict	16	\$382,933,030	47,522,112	0.19%
24	Artisan	58	\$381,879,157	72,324,289	0.19%
25	Paramount Vantage	87	\$376,993,838	55,448,089	0.19%
26	Overture Films	23	\$342,696,132	45,769,788	0.17%
27	STX Entertainment	14	\$313,029,881	36,381,227	0.15%

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- Baywatch
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- 47 Meters Down
- Dunkirk
- Fast and Furious 9
- Wonder Woman
- Captain Underpants: The First Epic Movie
- Kidnap

## Case 3:18-cv-04952-VC Document 1-2 Filed 08/15/18 Page 28 of 32

28 USA Films	28	\$296,282,431	53,244,929	0.15%
29 Gramercy	59	\$294,697,471	64,740,015	0.15%
30 Roadside Attractions	121	\$294,523,911	35,933,499	0.15%
31 Weinstein/Dimension	12	\$292,964,782	40,767,850	0.14%
32 IMAX Films	87	\$288,577,206	48,148,277	0.14%
33 A24	53	\$184,597,384	21,797,665	0.09%
34 Picturehouse	30	\$155,411,956	22,299,888	0.08%
35 Polygram	9	\$150,730,128	32,271,996	0.07%
36 Warner Independent	26	\$149,630,060	23,182,668	0.07%
37 MacGillivray Freeman Films	7	\$148,322,809	29,116,181	0.07%
38 Focus/Rogue Pictures	10	\$143,951,668	22,414,937	0.07%
39 Fine Line	73	\$133,674,231	26,940,592	0.07%
40 Samuel Goldwyn Films	84	\$129,267,446	17,995,840	0.06%
41 Magnolia Pictures	313	\$127,904,584	17,479,787	0.06%
42 Pure Flix Entertainment	8	\$127,655,544	15,253,084	0.06%
43 Sony/TriStar	10	\$120,306,715	24,284,616	0.06%
44 Eros Entertainment	136	\$116,725,566	15,663,986	0.06%
45 Freestyle Releasing	100	\$112,577,508	15,300,277	0.06%
46 October Films	45	\$105,688,542	22,150,242	0.05%
47 United Artists	10	\$100,917,553	14,086,858	0.05%
48 UTV Communications	98	\$88,452,170	11,254,026	0.04%
49 Alliance Films	47	\$74,299,926	10,807,419	0.04%
50 Broad Green Pictures	13	\$72,113,896	8,440,897	0.04%
51 Savoy	10	\$65,656,828	15,092,800	0.03%
52 Rocky Mountain Pictures	29	\$65,628,076	8,741,048	0.03%
53 Filmways Pictures	1	\$65,233,369	10,176,812	0.03%
54 Bleeker Street	13	\$64,168,746	7,479,270	0.03%
55 ThinkFilm	105	\$61,702,375	9,529,534	0.03%
56 National Geographic Entertainment	26	\$60,211,129	8,011,887	0.03%
57 Yash Raj Films	51	\$59,413,300	8,410,161	0.03%
58 Yari Film Group Releasing	13	\$56,140,232	8,417,860	0.03%
59 Trimark	28	\$55,942,522	11,883,312	0.03%
60 Destination Films	5	\$55,116,326	10,225,661	0.03%
61 Orion Pictures	12	\$51,717,241	11,588,590	0.03%
62 Goldwyn Entertainment	33	\$49,807,146	10,769,844	0.02%
63 EuropaCorp	7	\$46,155,394	5,384,316	0.02%
64 Giant Screen Films	7	\$45,662,623	7,719,013	0.02%
65 nWave Pictures	27	\$42,486,061	7,042,486	0.02%
66 First Look	51	\$41,549,050	7,514,716	0.02%
67 RADIUS-TWC	27	\$35,623,234	4,298,068	0.02%
68 High Top Releasing	12	\$32,919,623	3,856,730	0.02%
69 Music Box Films	96	\$32,113,522	4,024,943	0.02%
70 Apparition	8	\$29,941,563	3,907,581	0.01%
71 Clarius Entertainment	5	\$29,119,817	3,555,725	0.01%
72 IDP/Goldwyn/Roadside	19	\$28,285,177	4,360,764	0.01%
73 Zeitgeist	105	\$27,233,527	4,182,797	0.01%
74 Focus / Gramercy	1	\$26,594,261	3,074,481	0.01%
75 New Yorker	102	\$23,648,088	4,216,013	0.01%
76 3D Entertainment	7	\$23,621,565	3,315,452	0.01%
77 IDP Distribution	16	\$23,406,780	3,907,113	0.01%
78 Alchemy	32	\$21,556,266	2,671,954	0.01%
79 Mongrel Media	101	\$20,251,094	2,494,837	0.01%
80 Live Entertainment	4	\$19,129,723	4,151,948	0.01%
81 SK Films	5	\$19,084,280	3,054,174	0.01%
82 Great India Films	1	\$18,985,794	2,194,889	0.01%
83 China Lion Film Distribution	65	\$17,779,555	2,112,256	0.01%
84 Odeon Films	9	\$17,763,674	2,949,124	0.01%
85 Miramax/Roadside Attractions	1	\$17,737,646	2,104,109	0.01%
86 Oscilloscope Pictures	80	\$17,410,635	2,153,050	0.01%
87 Cohen Media Group	46	\$17,400,190	2,100,457	0.01%
88 Excel Entertainment	18	\$17,155,655	2,808,853	0.01%
89 Screen Media Films	35	\$16,801,466	2,792,811	0.01%
90 FIP	10	\$16,568,368	1,937,178	0.01%
91 Entertainment One	33	\$16,340,929	2,011,386	0.01%
92 Anchor Bay Entertainment	57	\$16,327,436	2,069,476	0.01%
93 Well Go USA	44	\$16,156,544	1,896,839	0.01%
94 FUNimation	9	\$15,901,304	1,864,278	0.01%
95 WGBH Giant-Screen Films	3	\$15,553,324	2,695,707	0.01%
96 Strand	257	\$15,326,100	2,539,831	0.01%

Valerian and the City of a Thousand Planets

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 Moana  
 The Hunger Games  
 Snatched

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## Trending People

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 Frank Welker  
 Tom Cruise  
 John Ratzenberger  
 Samuel L. Jackson  
 Warwick Davis  
 Bob Bergen  
 Chris Pratt  
 Dwayne Johnson  
 Naomi Watts

# **Exhibit J**





# Wiczuk goes to U as VP prod'n

*Cathy Dunkley*

JANUARY 7, 2001 | 11:00PM PT

## ***Exec to ankle Summit Entertainment***

Modi Wiczuk, senior VP production at Summit Entertainment, will ankle his post to join Universal Pictures as VP, production.

Wiczuk, who will remain at Summit while a replacement is sought, is expected to begin work at U at the end of February or early March. He will report to studio production prexy Kevin Misher.

In the interim, Wiczuk will continue to oversee the development of projects such as "Mr. and Mrs. Smith," written by Simon Kinberg and produced by Akiva Goldsman; "Locked and Upright," written by Barry McEvoy, with Dean Parisot attached to direct for producer Mark Johnson; "Closure," written by Ellen Rappaport, with Andy Fleming attached to direct and Marc Platt producing; and "Escapade," to be written and directed by John Patrick Shanley.

"I feel blessed in that I have got an exciting opportunity ahead of me at Universal after having a wonderful working experience with Patrick Wachsberger and Summit Entertainment," Wiczuk said.

Wiczuk joined Summit in July 1999 as senior veep of production, where he helped build Summit's development, production and co-production department as the company increased its sales and production activities.

Summit's foreign sales, mainly from its relationships with Artists  
**VARIETY**  
 Entertainment, Mandate Pictures, Newmarket Group and Constantin Films. These  
 ties have valued the company of pics such as "The Blair Witch Project" franchise  
 and "Cruel Intentions."

Prior to joining Summit, Wiczuk worked on consultancy projects with Paramount  
 Classics, Industry Entertainment, William Morris Agency and Phoenix Pictures.

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# **Exhibit K**



# Sony chases down Wiczuk for 'Commercial'

*Dana Harris*

🐦@theknife

AUGUST 1, 2000 | 12:00AM PT

## ***Konrad nabs spec actioner for low- against mid-six figures***

Tyro screenwriter Roe Wiczuk has sold a spec with the truth-in-advertising handle of "Untitled Commercial Youth-Oriented Action Film" to Sony-based producer Cathy Konrad's Konrad Pictures in a low- against mid-six-figure deal.

Summit Entertainment is circling to partner with Sony to take foreign rights on the pic, which is pitched as a twentysomething's take on "The Treasure of the Sierra Madre."

Sony exec production VP Matt Tolmach and creative exec Jonathan Kadin brought the script into the studio with Konrad's director of development, Jeanne Allgood.

Wiczuk is repped by Jeff Graup and Alex Goldstone at Graup Entertainment and attorney Howard Abramson of the law firm Behr and Abramson.

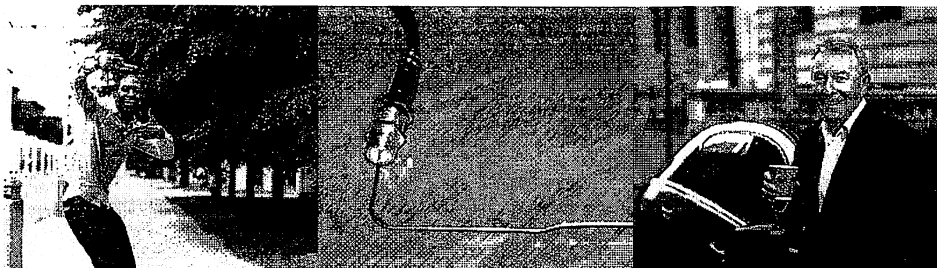
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# **Exhibit L**



## Google Groups

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### Mr. Showbiz article

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Sophie2

Jan 20, 1999 12:00 AM

Posted in group: **alt.fan.val-kilmer**

Here's a nice long interview on Val. Too bad about his disagreement with Kevin Spacey. I wonder if Val would do a movie with him, feeling the way he does? Too bad. I would have loved to see those two in a movie together.

MR. SHOWBIZ....

What's a few thousand dollars in old debts between wealthy, successful movie stars? Plenty, according to Batman-that-was Val Kilmer, who has a bone to pick with fellow thespian Kevin Spacey.

Seems the Oscar-winning Spacey has been in Kilmer's doghouse for quite some time, according to comments the famously temperamental star of the new romantic drama *At First Sight* made in a recent interview with Mr. Showbiz.

It all goes back to the late '70s, when both were students at Juilliard. As Kilmer tells it, his late father, Eugene, was "hustled" by the Usual Suspects star, who claimed he was about to default on his tuition payments and asked the senior Kilmer for a small loan. According to Kilmer, Spacey knew he was about to quit school when he asked for money.

"It was, like, \$18,000," Kilmer remembers. "My dad thought we were best friends so he wrote him a check."

Years later, the two crossed paths after both had gone on to establish flourishing acting careers. As Kilmer recalls it, "I said, 'Congratulations. You're doing great, but you ought to pay my dad back. I don't have much to say to you till you do that.' He sent my dad a thousand dollars and some sad-song letter that was all lies."

Not surprisingly, Spacey sees things in a rather different light. When Mr. Showbiz asked for his thoughts regarding Kilmer's claims, his publicist told us, "Ten years ago Mr. Spacey repaid in full an \$800 loan, with interest, made by Eugene Kilmer in 1979 to help towards his first year's college expenses."

Apparently Kilmer's ill will hasn't rubbed off. Spacey's publicist further states that the Oscar-winning actor feels "strongly" he would not have ascended to his present status among Hollywood's elite without "the generous support of [Eugene] Kilmer, and many like him."

There was even a kind word for his accuser, to whom Spacey remains "particularly grateful" for having pointed him to Juilliard in the first place. Awww.

VAL Kilmer wants you to like him. Having come off a string of high-profile action duds (*The Saint*, *The Ghost and the Darkness*), a major sci-fi fiasco (*The Island of Dr. Moreau*, after which director John Frankenheimer swore he'd never work with the actor again), and a bitter divorce from actress Joanne Whalley, the notoriously difficult actor seems eager to show his kinder, gentler side.

Kilmer can currently be heard as the voice of Moses in DreamWorks' animated family epic *The Prince of Egypt*. It's his latest shot at slipping into the

shoes of a cultural icon, something the actor does with surprising ease. After all, his best (and most flamboyant) performances—Jim Morrison in *The Doors*, Doc Holliday in *Tombstone*—are startling impersonations of real-life historical figures.

But Kilmer's latest role is infinitely more tricky. *At First Sight* is an intimate love story with a twist. "What if you fall in love at first sight and you can't see?" the actor says. In the film, he plays Virgil Adamson, a blind masseur who is convinced by his architect girlfriend (Mira Sorvino) to undergo experimental surgery to regain his sight. Based on a true story documented by Dr. Oliver Sacks, *At First Sight* sometimes succumbs to sentimentality but Kilmer's sensitive, nuanced acting manages to skirt the goo.

Clad in a Hugo Boss leather jacket and purple-tinted John Lennon shades, the actor chatted openly about playing blind, playing Batman, and playing with his kids.

**\*\*Was playing a blind person a big challenge?\*\***

It's probably the hardest role I've ever played. The premise couldn't be more simple and yet more complex: What if you fall in love at first sight and you can't see? The fact that it's a true story doesn't matter. It doesn't matter that *Titanic*'s a true story. It's a love story. Take the love story out and you'd have nothing. And I think it's really Mira's character's love and belief that inspires Virgil to see. The way that we tell the story is that she made him something he was not.

**\*\*Mira Sorvino said you made her role easier because when you were playing the character blind, even though you would react to her, there was nothing in your eyes. Can you talk about how you achieved that?\*\***

It was a lot of work. There are things that seem effortless to us that for Virgil take a lot of effort. Just keeping his clothes neat, making sure his shirt's tucked in. These are things that even when we can see, we still mess up. I'm always doing that. But for Virgil it takes a lot of practice. I went to New York really early on to rehearse for the role. I spent quite a bit of time with my eyes closed in my room or with contact lenses on where I couldn't see. And then I went out on the street and in the subway.

**\*\*Did you go out by yourself?\*\***

Yeah. By myself and with friends. It was actually harder with friends. It was very frustrating. They'd say, "Watch out!" But they didn't say "Watch out for what?" If a dog was loose, they wouldn't tell me what direction he was coming from.

**\*\*Did people on the street try to help you?\*\***

Some did and some didn't. It's a very deep experience to stand on the street and ask for directions, knowing someone's standing next to you but they won't answer. They don't want to bother. It's an awful kind of pity. It's as though there's something wrong with you because you're blind. And for a lot of blind people I talked to, it's a question of pride. It's hard to admit that you're lost. Children don't like to get lost, but imagine being in that condition as an adult. It's very tough.

**\*\*Did you use any blind people as inspiration for your character?\*\***

My friend Michael. He's a sculptor in Santa Fe [N.M.] who lost his sight in Vietnam from a hand grenade. I've known him for years, so it was easy to work with him. He has a miraculous spirit and a great sense of humor. He says, "My first date. It was a blind date." He can tell jokes for hours.

Case 3:18-cv-04952-VC Document 1-3 Filed 08/15/18 Page 7 of 32

Another inspiration were Shirl and Barbara Jennings, the real-life couple the film is based on. They're so in love and so attentive to each other. It was wonderful to watch. I also became friends with a blind masseur in White Plains.

**\*\*What did you learn from him?\*\***

A lot, because Virgil has the same job in the film, so it was my good luck. He read the script and was very soulful and insightful. He had a lot of interesting ideas. For instance, he was very attached to his seeing-eye dog, so he was always lobbying for more dog scenes. It's a very important relationship for a blind person. There was a line toward the end of the film where I say that my dog has been put out to pasture, and some of the focus groups that saw the film were very upset. Irwin [Winkler] almost re-shot the scene because people were upset that it sounded like the dog was dead. Also, in another example of just strange good luck, he had met a woman who didn't know he was blind, and they had their first conversation on the phone. And we talked about the oddness of when you tell someone you'd like to date that you're blind. Sometimes he'll wait until he gets a feeling about them because he feels like they might cancel.

**\*\*You said it was especially hard to play Virgil after he regained his sight. Why do you think that was?\*\***

It's hard to describe. If Virgil closes his eyes and feels a table, he knows what it is but it's very different when he sees it. It was hard to accurately capture that physical state. Because the absolute reality is that it takes much longer to regain sight than we could dramatize on-screen. What we filmed is as realistic as we could make it, but Virgil just couldn't have learned that quickly what a door looks like. I'd tell Irwin, "I can't do that." He'd say, "Why?" and I'd say, "Because I can't see it." He'd say, "Well, OK, can't you just do the scene anyway?" We have that scene where Virgil first comes back to Amy's apartment and is surprised to see the balloons she put up. But the reality is that he would have found the sight of the bed equally bizarre. It would be a much longer process for him to understand what he sees. But it would have been distracting from the love story.

**\*\*As Virgil, you captured the way a blind person might physically hold himself. Did you find that these physical characteristics were common in all blind people?\*\***

The two extremes are you're either very rigid—which the masseuse was. He'd talk about it. It was a problem for him because it made people very nervous. There's also this rocking thing that blind children do. But kids just don't care what you think. We had Virgil go to both extremes so Irwin could pick and choose what he wanted in the film. I even rock a lot now. It feels good. [Laughs.]

**\*\*You had a few scenes working with blind children. What was that like?\*\***

Some of them handle it better than others. There was this one black boy who was just angry. It was tough to watch him because you could tell. Some see better than others so they don't want to be treated like they can't see. In some ways it was really exposing, because we're really not that different than they are. If you take the physical blindness aspect away from the film, it would be the exact same film. Just a story about a guy from out of town who's never seen New York before. When I moved to the city, I was 17, and it took me an hour to get from 64th Street to 72nd. I felt like one of the Beverly Hillbillies.

**\*\*Your character Virgil is more comfortable living a quiet life in the country than he is at living in New York City. Are you similar off-screen?\*\***

Yeah. I've been living in Santa Fe, N.M., since 1983. I've been going back and forth between there and New York.

**\*\*Are you still a celebrity in Santa Fe, or are you able to be a more anonymous type of guy?\*\***

They don't care about actors there. It's an artistic, multicultural community. There're a lot of eccentric characters out there and people who make enormous contributions to their community. If you've been to Santa Fe, you're kind of stuck with the tourist aspects of it, but there's a feeling underneath and a soul to it. It comes from the quality of the lives of the community. I'm grateful to expose that to my children, because I think it's vanishing out of our culture everywhere. Even New York. Since I was there in the 1970s things have changed.

**\*\*In the new Guiliani-family-friendly city?\*\***

The Hungarian section of the East Village has vanished. Even in Greenpoint, where most of the signs are written in Polish, it's now gentrified.

**\*\*What are you working on next?\*\***

I have a film that will be at Sundance called Joe the King. Frank Whaley wrote it and directed it. He's a great actor and comedian. He asked me to play his dysfunctional alcoholic janitor father. This is Frank's real-life story of his childhood. The kids in the film are fantastic. It's reminiscent of The 400 Blows. It's terrific.

**\*\*You went to Chatsworth High School with Mare Winningham and Kevin Spacey. Do you still keep in touch with them?\*\***

No, I have no idea what Mare's up to except I just saw the other day that she has a new record out. And Kevin stole money from my dad, so I don't talk to Kevin.

**\*\*In high school?\*\***

No. College. We went to Juilliard, and he knew my dad well from high school, and he hustled him. He told him that the school was going to kick him out because he used up his student loans so my dad wrote him a check. Even though Kevin knew he was gonna quit. So he hustled my dad for the money.

**\*\*Was it like, a thousand bucks?\*\***

No, it was tuition. It was like, \$18,000. My dad thought we were best friends so he wrote him a check. I ran into Kevin years later, and he had made some movies and probably won a Tony by then. I said, "Congratulations. You're doing great, but you ought to pay my dad back. I don't have much to say to you till you do that." He sent my dad a thousand dollars and some sad-song letter that was all lies. And my dad died, [about] 1992 or '93, right before I started Tombstone. So I'm gonna have to [have Spacey] pay for the college education of my children.

[Kevin Spacey's publicist responds: "Ten years ago Mr. Spacey repaid in full an \$800 loan, with interest, made by Eugene Kilmer in 1979 to help towards his first year's college expenses. He has always been grateful for the opportunity this afforded him and feels strongly that without the generous support of Mr. Kilmer, and many like him, he would never have achieved the success he has today. He is particularly grateful to Val for having suggested he apply to Juilliard in the first place."]

**\*\*What was it like working on The Prince of Egypt?\*\***

Oh, it just gave me quivers. It was just an amazing group of artists. I don't know if Jeffrey [Katzenberg] really got credit for [having] the courage to make such an unusual breakthrough animated film. I can't say enough about it. It's a classic.

**\*\*Any trepidation about playing the character of Moses?\*\***

No, because the three directors on that film and Jeffrey really created a warm feeling of collaboration. They were so thorough about everything. I didn't really have concerns because they had talked to so many religious scholars. [That's] the kind of thing that an actor usually has to do himself. [Pauses.] That's the most bacon I've ever had in my whole life.

**\*\*Did you see ever see Batman and Robin?\*\***

Half of it. The same half everybody else saw, but I had to turn it off. Especially when I saw a picture of that silver bat suit. Wow. It was hard enough wearing the black one.

**\*\*Do you see yourself doing more independent, small-scale films in the future?\*\***

I would love to do a movie just like this every year. I've really been fortunate in that nothing I've done has ever prevented me from doing anything else. That happens all the time, unfortunately. It depends on who you are and the kind of rhythm in which you work. Bruce Willis comes to mind. If [he'd taken] two and a half years off after he did Hudson Hawk, he probably would've been in trouble. But he just loves to work, and that's his rhythm. I'd like to work more on projects that don't take so long to do. Even Heat. I didn't play the lead in that [movie], but it took forever. I started it the day after Batman Forever, and it just took [nearly] as long—about four and a half months. It took about 14 days total to do the shootout scene. Every Sunday, forever. Go down to L.A. and blow it up. It must've been really weird for the people working in the area. Thousands of rounds of bullets. He [director Michael Mann] had 11 cameras on that [scene].

**\*\*Now that your divorce is over, are you more comfortable talking about it?\*\***

The last couple of years have been pretty difficult because of my divorce and custody issues. That's something I never talked about in the press because I didn't think it was the right thing to do. Now that the trial's over, I don't feel so bad about telling the truth of it. I never lied. I just didn't think it was appropriate to talk about. That was really a damaging time; to say that I can't co-parent my children is pretty vicious stuff. But, unfortunately, that's what happens with divorce.

**\*\*Your ex-wife, Joanne Whalley, is British. So does that mean half of the year the kids are raised in England?\*\***

They live here. That was one of the dramas going on. But there were certain periods of time when it would have been legal for her to just take the children, which was really terrifying.

**\*\*So they have to stay in this country even though you have joint custody?\*\***

Yeah. She could move. But the kids have dual passports. All children in the United States who have a foreign parent do until they turn 18. [Pauses.] I can't remember the question. Did we answer it?

**\*\*Are you a real hands-on dad off-screen?\*\***

Yeah, I am. My kids really deepen my sense of gratitude for having what I have. They also really energize me. Just over Christmas my 7-year-old daughter took up skiing. My 3-year-old son is fearless, so I thought he would really jump on it too, but he didn't. He'll usually do anything she does, but he was very happy just staying in. But [when] I was a kid, I really appreciated that my parents didn't push things on us. And the mountains aren't going anywhere.

# **Exhibit**

# **M**





Feedback

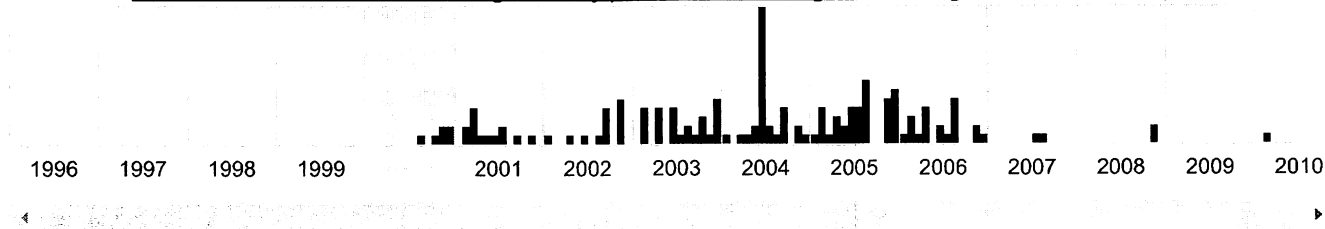
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## Note

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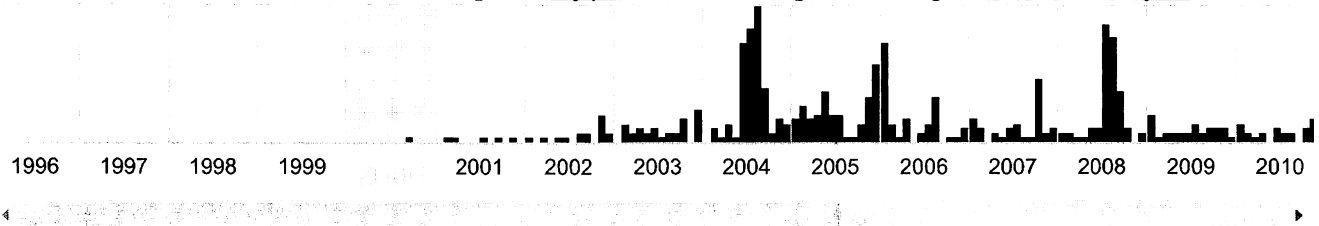
# **Exhibit**

# **N**



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## Note

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# **Exhibit O**

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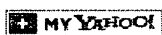
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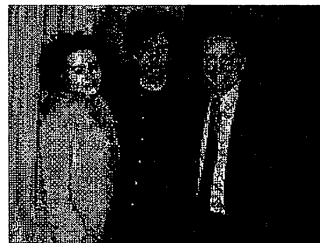
**HELLO! MAGAZINE**

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The *American Beauty* star, seen here with jewellery designer Jade Jagger, was in London to kick off his new talent search website. Photo: © Alphapress.com  
Click on images for gallery



Helena Bonham Carter and her boyfriend, director Tim Burton, were among the guests supporting Kevin in his new endeavour. Photo: © Alphapress.com

## STARS HELP KEVIN SPACEY LAUNCH BID TO AID ASPIRING FILMMAKERS

28 NOVEMBER 2002

Kevin Spacey's star status should help guarantee that his latest project – a website aimed at finding the next generation of would-be filmmakers – is a success. The actor was certainly able to generate some high-voltage celebrity support on Monday, with famous faces from Sir Paul McCartney to Oscar nominee Helena Bonham Carter turning out in London to help him kick off the high-tech talent search.

The *American Beauty* actor admits his own road to Tinseltown wasn't always easy – and that's what led him to develop [www.triggerstreet.com](http://www.triggerstreet.com), which gives aspiring filmmakers a place to post their work. "I know what that feels like, and I never want to forget it," he says. "I was lucky, I was an actor. If you are a writer or director, you can't even audition."

Those who sign up on the site will have a chance to submit scripts and films, and may also evaluate the submissions of others. Kevin's production company Trigger Street is behind the project, and will have an option for 90 days on scripts and films voted into the website's top ten.

The new endeavour also features plans for a short film festival, judged by Hollywood stars such as Sean Penn, Ed Norton and Mike Myers.

Big name supporters at last night's event included Geri Halliwell, Joseph Fiennes, Jade Jagger, Jeremy Irons and Peter O'Toole.

**FILM**

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# **Exhibit**

# **P**



## Cyber Spacey

Kevin Spacey last visited Britain as Bill Clinton's conference sidekick. This time, he comes as a businessman, touting a website that helps new film-makers. Sean Clarke gets the sales talk

### Sean Clarke

Wednesday 27 November 2002 10.11 EST

Kevin Spacey is in town to talk about his new website, and talk about his new website he will. He breezes in to a trendy West End hotel in a smart suit and tie. To complete the picture, his former assistant and current business partner arrive bearing bucket-sized lattes, like retro remnants from the golden days of the startup.

The website, TriggerStreet.com, is an adjunct to Spacey's production company, and aims to provide a forum for unsigned film makers and screenwriters. He says it's all about "sending the elevator down", although one senses that he's waiting at the top to reap any benefits. Under the scheme, his production company gets first dibs on any script that makes it into the site's top 10, as voted on by visitors

Spacey is incredibly businesslike about the whole affair, discussing how his sponsors meet his overheads, what the latest hit count and subscription rate is, and his global marketing plans for the site. At one point, he grins devilishly after a question about sponsorship, and announces - to camera, as it were, "I do like a good Bud." A minute later, he's explaining his first-look clause with classic businessman rhetoric ("we were born at night, but not last night") This is Spacey as salesman, an offshoot of his Glengarry Glen Ross persona. There's little trace of the spikey, defensive Spacey one often reads about; today it's strictly quips, not carps.

But at other times, the caring liberal gets an outing. "'You have to send down the elevator' was something Jack Lemmon once said to me," he says, and some of the hard edge falls out of that velvet voice. "He was a great mentor to

me, and there were so many films that wouldn't have been made without him. I've done well because people like him believed in me."

He says the principle of giving the next generation a helping hand is quite widely held in Hollywood, and that people there don't see him as a saint for setting out to help new talent. "I have no idea how I'm perceived, but it's a philosophy I know is shared in the industry. There are people with gigantic egos who only care about themselves," he concedes, before leaning low over the table and saying, almost menacingly, "luckily, I don't have to work with any of those people."

He is genuinely excited, too, when putting himself in the shoes of unsigned film makers using his website. "There was a moment at the launch party in LA I looked across the room, and there was a cluster of people gathered around a plasma screen watching a short film that had been uploaded that afternoon, by a new film-maker. It was Sydney Pollack, Alan Parker, Billy Crystal, Jay Roach [the Austin Powers director] and Sheryl Crowe. And I thought, that film-maker had probably never thought that people of that calibre would be watching his movie, let alone all at one time."

So why has he come to England to launch the site, I ask, hoping for something about encouraging British talent, and prepared for some fluff about how much he likes it over here. Instead, he says that it's all part of a global marketing strategy, and it's down to his co-producer, Dana Brunetti, to give me the spiel about how the British are passionate about film.

"Of course," says Spacey, belatedly, "I have a great track record of working with Brits."

His great track record with British luvvies includes Sam Mendes (under whose direction he won a best actor Oscar), Judi Dench, Alan Parker, and many more. I ask if he'll be looking anyone up while he's in London.

Spacey fixes me with a cold, blank look. Have I said something wrong? Or is simply that Spacey is so famously private about his off-screen existence that he interprets even the most innocuous enquiry as tabloid-style door-stepping?

"I mean," I say warily, "will you be catching up with Sam Mendes?" Presumably it's the right thing to say, for Spacey retrieves his salesman's grin.

"Yes, will be seeing people while I'm here. I even hope to get to the theatre," he adds, presumably in reference to Mendes's celebrated run of *Uncle Vanya* at the Donmar. He'll be lucky to get tickets.

Asked whether he himself will return to the London stage, he says definitely yes. He doesn't know when, or to do what, but, "I know which boards I shall be treading - those of the Old Vic."

If so, it will be a far cry from the actor's last visit to these shores, accompanying pal Bill Clinton to the Labour party conference. But Spacey is quick to point out that it wasn't the conference he was here for.

"I was in town, but I didn't come for that purpose. I was on a 12-day visit with the former president to Africa. So while there was a whole load of speculation, I heard, after I left about what was I doing at the conference and who was I trying to influence" (he stresses the second syllable) "in fact if they'd done their work, instead of speculating, or even if they'd just asked the question, they'd realise that I'd been on a trip and he just asked me to come along."

He says he's glad he did. "At least you guys get a chance to get up once every year and talk about your issues. We have a convention, it's every four years, and it's all about the election." Spacey is quite serious about politics, a seriousness which he says goes back to stuffing envelopes for Jimmy Carter at high school. "I enjoy politics," he says. "I think a lot of things can get done in politics. I'm not cynical about it. And I think stuffing envelopes is very important."

He's somewhat less optimistic about the future of film, or rather, the future of cinema, and sees digital film, and digital distribution as becoming increasingly important. "Even now," he says, "theatrical release for middle and smaller films is a difficult road to go down. It's all geared to big three-day weekends." So in future, he thinks, film-makers will find other ways to get their films out.

"You know, people come up to me sometimes and they ask 'When is your film coming to Fresno? When is your film coming to Albuquerque?' And the answer sometimes is 'That film isn't coming to Fresno'. Because if it doesn't do well in the big cities, they're not going to roll it out." The answer, he says, for film-makers who want to get their film out, is to "go direct to the consumer." Which is where his website comes in.

Spacey tells an anecdote about the original idea for the site, which is essentially Brunetti's brainchild. He says they "came up with a sketchy plan, which at the time..." and chuckles wryly, on which cue Brunetti take up the story "... which at the time, we thought was great." They both shake their heads ruefully. Later, I watch as the pair address a press conference, they repeat the story, with exactly the same pauses, the same chuckle, the same interruptions. It's beat-perfect, like a Mamet script. It makes me wonder if my idea that I've been talking to Spacey the salesman is taking it too far. Maybe it is just Spacey the actor, taking on another role.

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# **Exhibit**

# **Q**

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## Anheuser-Busch to launch Bud.TV

**In an effort to find young male viewers, brewer is set to debut its own Web-based television network in February.**

September 6 2006: 9:37 AM EDT

NEW YORK (CNNMoney.com) — Web surfers, this Bud.TV is for you.

Brewer **Anheuser-Busch** (Charts) announced Wednesday that it will launch a Web-based video network, named Bud.TV, in February. The company says it will feature new humorous webisodes, sporting events, consumer-generated content, field news reports, celebrity interviews, music downloads and comedian vignettes. The company said the network videos will allow users to view the content in full-screen DVD quality.

Content providers will initially include Wild West Picture Show Productions, TriggerStreet.com, LivePlanet, SEED, @radical.media, Omelet and DDB Worldwide, and the company said more providers will be announced in the future.

"We're always looking for new opportunities to connect with adult consumers on a more personal level," said a statement from company president August Busch IV. "With adults spending more time online looking for entertainment to fit their lifestyles, we believe Bud.TV will enable us to reach them in an engaging and fun way."

Anheuser-Busch is already a major advertiser on television and other traditional media, with U.S. ad spending of \$806.7 million last year, according to *The Wall Street Journal*, citing statistics from TNS Media Intelligence. But the brewer's target audience of young male viewers has become more difficult to reach in recent years through traditional television programming.

"Traditional broadcast TV doesn't target to the male 21- to 34-year-olds; it tends to be a broader demographic and a more female draw," Tony Ponturo, Anheuser-Busch's vice president of global media and sports marketing, told the *Journal*. "So we are taking it upon ourselves to provide programming that hits that target base."

In 2007, Anheuser-Busch will dedicate about 10% of its U.S. ad budget to online, according to the *Journal*, about double the percentage it is spending this year, including online ads on third-party Web sites as well as Bud.TV.



Anheuser-Busch is set to start the Web-based network Bud.TV in February.

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# **Exhibit R**

# bud.tv

From Wikipedia, the free encyclopedia

**bud.tv** was a marketing venture of the Anheuser-Busch brewing company (the manufacturers of the Budweiser beer brand) in the form of an online entertainment network. The innovative project, which was launched in February 2007 just after the American Super Bowl, was rumored to cost more than \$30 million in its first year. The head of the project, as well as its originator, was Jim Schumacker, an executive at A-B.

The first attempt by a consumer product company to launch a full-scale TV network with original long-form programming online, the project was met with great anticipation and interest among media and marketing professionals. It failed to attract the expected number of visitors in its first month of operation, however.

In May 2007, A-B contemplated changing strategies to make their content more portable and accessible to users. Rather than forcing users to come to the site, A-B worked on distribution initiatives with partners to email alerts to fans when and where content is airing.<sup>[1]</sup>

Despite expectations that it might fold by the year's end,<sup>[2]</sup> Bud.tv lasted until February 2009 before finally shutting down.<sup>[3]</sup> Possible causes for the site's initial low viewership include a lack of compelling content, the inability to easily share content, and a difficult-to-use age verification system.<sup>[4]</sup> The site's age verification firewall required users to enter personal information from government-issued identification, such as driver's license, before registering in order to discourage under-aged visitors. The site was "sunsetting" in February 2009, officially due to the cost, effort and focus required to maintain an entertainment site of this scale.<sup>[5][6]</sup>

## Contents

- 1 Programming
- 2 See also
- 3 References
- 4 External links

## Programming

The original content on bud.tv ranged from sports to sci-fi to drama, but focused primarily on comedy.<sup>[7]</sup> Writers tapped for bud.tv came from Saturday Night Live and The Howard Stern Show, and deals were made with such Hollywood players as Vince Vaughn,<sup>[8]</sup> Kevin Spacey, Ben Affleck and Matt Damon,<sup>[9]</sup> in addition to sportscaster Joe Buck and race car driver Dale Earnhardt Jr.<sup>[10]</sup> bud.tv's original programming has included a comedy named, "Replaced by a Chimp," a story about an everyday hero starring Tim Meadows entitled, "Ice Vision and Chef," and a show called "Future Man" starring Chris Parnell and Kevin Farley.

Concerns initially arose from critics arguing that the site would be advertising beer and drinking to underage viewers, but according to Robert C. Lachky, executive vice president for global industry development and chief creative officer at Anheuser-Busch, the original programming available on bud.tv has "nothing to do with (Anheuser-Busch's) brands."<sup>[11]</sup> The content makes little mention of Budweiser products at all. The breakout hit for the site came in the form of a discarded Super Bowl commercial entitled "Swear Jar" which, at the time, increased traffic by 50%.

The strategy behind this kind of original content created by companies or advertisers is to reach the exact audience segment intended for a given product, utilizing a "soft sell" technique.<sup>[12]</sup>

## See also

- Afterworld (Sci-Fi Show)
- Anheuser-Busch
- Budweiser (Anheuser-Busch)

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# **Exhibit**

# **S**



## Putting movies on mobiles

**Mainstream movies get their recognition at awards ceremonies such as the Baftas and Oscars and movies for phones are getting their turn at MoFilm - the first mobile film festival.**

The awards highlight the increasing impact that mobile phones are making in the entertainment industry.

The first ever mobile film awards got a touch of Hollywood glamour as it was hosted by multiple Oscar winner Kevin Spacey.

Describing his involvement, he said: "When I started to hear about MoFilm, I started to hear about what they were trying to do with respect to short films and content being able to go on to people's phones.

"And in some cases realising that, in some countries, this might be the first time they ever see a movie," he said. "They won't see it on that big screen, they'll see it on a small one."

### **New platforms**

Many aspiring filmmakers are frustrated by the lack of opportunities to screen their work but mobile phones are increasingly being seen as a new platform for these short works.

"Just the notion that yet there is another place - a further journey for artists, film-makers, documentarians - anyone who wants to express themselves and find a way to have that expression be seen by a wide audience," said Mr Spacey.

"When you think about how many people have mobile phones in the world, it's pretty ridiculous," he added.

The MoFilm competition received 250 entries from more than 100 countries. Entries were restricted to films that were five minutes or less in length - ideal for viewing and sharing on mobile phones.

An independent jury then selected a shortlist of five film-makers from which a winner was chosen by an audience voting using their phones at the Mobile World Congress.

"English as a Second Language" produced by Frank Chnindamo and directed by Jocelyn Stemat, won the MoFilm grand prize.

"This is about giving people in other countries a platform, and an ability to show their work, I'm here to support an idea that's about other people," said Mr Spacey.

"Purists may hate this but guess what guys, this is what our kids are looking at, they are engaged in this, they want this device.

"This is about people who are inspired and kids want this, they are more informed, they get it," he added.

The majority of films made for mobiles are short in length, taking into account the screen size, however this could be overcome as technology advances.

**" It is an incredible opportunity, particularly for young emerging film makers "**  
Kevin Spacey

Case 3:18-cv-04952-VC Document 1-3 Filed 08/15/18 Page 32 of 32

"I'm not sure that something could be longer than ten minutes and be able to sustain itself on that kind of screen," said Mr Spacey.

"Although, I know that one of the things we are learning here is that there are mobile companies that are creating phones that have the ability to watch stuff at higher quality."

MoFilm is pioneering content for mobile and online services that Mr Spacey feels is a world away from Hollywood.

"I am the only person from the film industry here, I see its potential, I get it," he said.

"It doesn't seem to me that other people are aware of it yet but I can see where it's going to be in five or ten years time.

"It is an incredible opportunity, particularly for young emerging film makers."

**Start here**

Mr Spacey's involvement with grass roots movie makers does not begin and end with hosting the MoFilm ceremony. Mr Spacey co-founded the Triggerstreet website that allows budding film-makers to showcase their work.

"I started the website about six years ago, and we now have close to 400,000 members around the world," he said.

"We started out with short films and we've done a whole series of short film festivals on the site.

"There are screen plays, plays, there's novels and now comic books which we just started - it's become a platform for independent film makers.

"One of the things we've learned at Triggerstreet, cause when we started, we didn't quite frankly know whether we were going to get wedding videos and porno.

"The quality of work and the simple ability at story telling, the thing that ignites someone and inspires them to tell a story, can really come from anywhere," he added.

***Digital Planet is broadcast on BBC World Service on Tuesday at 1232 GMT and repeated at 1632 GMT, 2032 GMT and on Wednesday at 0032 GMT.***

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Story from BBC NEWS:  
<http://news.bbc.co.uk/go/pr/fr/-/2/hi/technology/7908414.stm>


Published: 2009/02/27 11:33:32 GMT

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# **Exhibit T**

**DEADLINE | HOLLYWOOD**

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## MRC, Universal Make 20 Pic, Five-Year Pact

By Mike Fleming Jr on May 27, 2010 9:56 am



**EXCLUSIVE:** Media Rights Capital and Universal Pictures closed a deal that will put up to 20 MRC-generated films through the studio distribution pipeline over a five-year period. The pact begins in 2011.

While MRC partners Modi Wiczky and Asif Satchu have done repeat business at Universal, this is a new wrinkle in their formula of assembling and funding film packages with big stars and directors, and then licensing distribution to studios on a case by case basis. Those deals were structured to give creative freedom and maximum upside to stars and directors, and eventual ownership stakes in the films when copyrights revert back to MRC years down the line.

The Universal deal is a rent-a-system deal in which the studio will supply its marketing and distribution expertise for a distribution fee. Universal doesn't have first look at MRC projects, and MRC can pre-sell films domestically and in foreign territories. Universal can possibly opt in as an investor in these films. or not. What the deal gives MRC is a guaranteed major studio distribution outlet, to entice artists as it tries to expand its filmmaking program.

The deal doesn't impact Universal's homegrown film slate.



Universal has been involved in MRC's highest profile movie packages. The relationship began with the Sacha Baron Cohen-starrer *Bruno*, which Universal acquired for North American and some offshore territories for \$42.5 million, just as buzz was growing on *Borat*. The film grossed \$60 million domestic and \$139 million worldwide. Universal then acquired *The Adjustment Bureau*, the George Nolfi-directed sci-fi pic that stars

Matt Damon and Emily Blunt. and will be released September 17, and the M. Night Shyamalan-produced thriller, *Devil*. The studio most recently acquired *Ted*, a \$65 million budget R-rated comedy that will mark the feature directorial debut of *Family Guy* creator Seth MacFarlane. MRC's other prolific studio relationship has been Warner Bros, which distributed the Robert Rodriguez-directed *Shorts*, the Ricky Gervais comedy *Invention of Lying* (Universal released the film overseas) and the Cameron Diaz-starrer *The Box*. MRC pacted with Sony on *30 Minutes or Less*, the comedy directed by *Zombieland*'s Ruben Fleischer.

Backed by Goldman Sachs and AT&T with JP Morgan and Comerica its credit facilities, MRC plans to expand its film output. The track record so far has been mixed, and MRC has yet to score a real breakout hit. MRC is currently prepping the next film by District 9 director Neill Blomkamp, but hasn't yet figured out which studio to place it with.

Universal and MRC confirmed the deals and issued statements.

"We've been continually impressed with the quality of talent that MRC brings to the table," said Universal Pictures chairman Adam Fogelson. "By leveraging our strong marketing and distribution operations we can augment our own slate and expand our relationship with MRC, bringing more value to Universal."

Said MRC's Wiczuk: "MRC has always had the ability to greenlight and fully finance our films. With this deal, we now have another powerful tool for our artist partners, providing them with automatic access to the marketing and distribution expertise of a major studio."

Universal Buys Seth MacFarlane's R-Rated Comedy About Teddy Bear In MRC Film Deal

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This article was printed from <http://deadline.com/2010/05/mrc-universal-make-20-pic-five-year-pact-44036/>

# **Exhibit**

# **U**

**The New York Times**

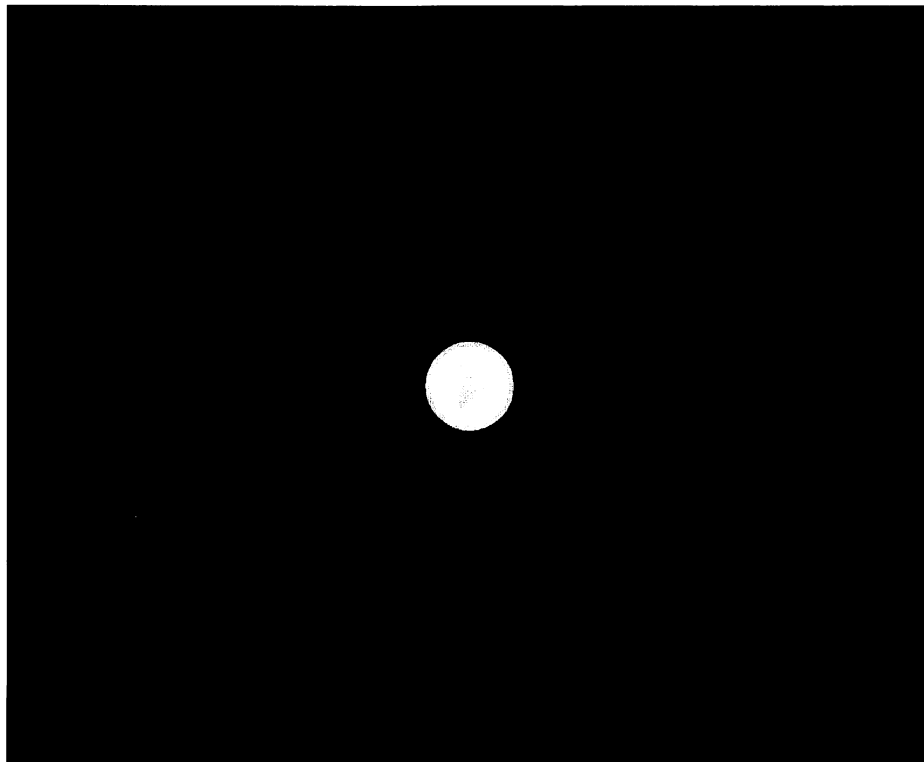
**MEDIA**

## A Merger of Agencies Shakes Up Hollywood

By MICHAEL CIEPLY APRIL 27, 2009

LOS ANGELES — After months of discussion and rumors, two of the entertainment industry's largest talent agencies, William Morris and Endeavor, agreed on Monday to merge as William Morris Endeavor Entertainment.

Hollywood is scrambling to shore up traditional movie, television and music businesses that are struggling with a digital revolution, while reaching for a grip on forms of entertainment that are still taking shape.



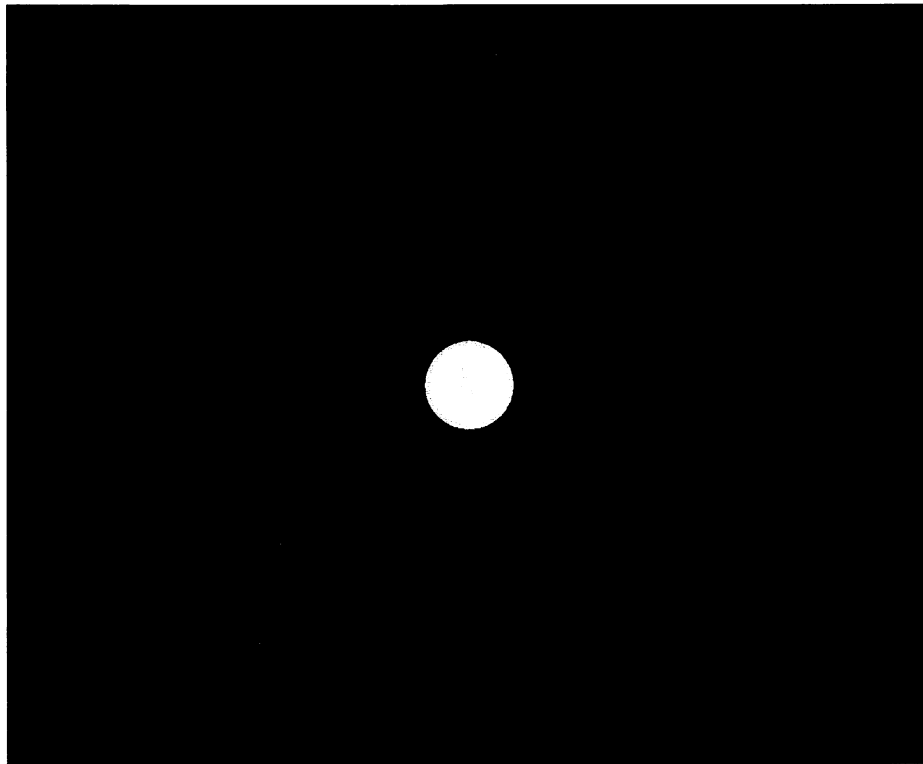
The merger ends a period of relative stability among the major agencies, raising the possibility of new combinations and a stronger thrust by talent representatives into fresh lines of business

involving **FINANCE**, digital distribution or corporate alliances.

But the more immediate question may be whether the new company is really poised to become a powerhouse, or if this is the just the start of another Hollywood power struggle.

The combination was announced in a brief statement after votes by each company's board on

business representation. It will have more than 300 agents, representing clients in film, television, music, books, commercials and corporate branding.



In the near term, the new agency must deal with the layoff of hundreds of agents and supporting staff, a restructured management and the attention of competitors hungry to pick off prime agents and clients.

James A. Wiatt, who was chief executive of Morris, is to be chairman of the new company. Ariel Z. Emanuel, who was the dominant partner at Endeavor, but held no title, will have substantial authority in the new company. He was named a co-chief executive, along with Patrick Whitesell, from Endeavor, and David Wirtschafter, from William Morris.

For years, virtually every significant Hollywood agency has explored possible mergers with competitors as companies looked for growth and new horizons at a time when core movie and television businesses have been constrained by digital inroads and cost cutbacks.

Past merger proposals foundered as principals clashed over ego, control and internal economics. But Mr. Emanuel and Mr. Wiatt persisted in talks that began last year — each driven by

Company, said of the merger and other signs of entertainment industry consolidation.

“The business is shrinking a little bit. That’s not to say it’s not profitable, but it’s evolving and changing,” said Mr. Pollock, a former chairman of Universal Pictures.

William Morris, formed in 1898, has been particularly strong in music, has a deeply entrenched book business and represents clients in the commercials business. Its star clients include the performer and music entrepreneur Kanye West, the filmmaker and television producer J. J. Abrams and the toymaker Hasbro, which has a stake in films based on the Transformers and other toy lines.

Endeavor, just 14 years old, has been much stronger in film and scripted television, but had little hope of challenging Creative Artists without added financing and resources. Its roster of stars includes Adam Sandler, Matt Damon, Tyra Banks and Ben Stiller.

The merger could prove a boon to competitors like the United Talent Agency, International Creative Management, Paradigm and the Gersh Agency, all of which have pockets of strength, and have spent the last few months sizing up the agents and clients who might fall away from a combined William Morris and Endeavor.

“I think it changes our world in a great way,” said Jeremy Zimmer, a partner at United Talent. “It makes us the clear alternative in a much smaller agency environment.”

Through the weekend, many agents at both William Morris and Endeavor were fretting about who might make the cut or where they might fit into the new venture. Mr. Emanuel, whose brother Rahm is the White House chief of staff, told agents who flocked to his office that the weak economy was a major impetus to consolidation.

The atmosphere was also tense at William Morris, where more than a dozen members of the agency’s large board found they would not have a place on a new nine-member board — which will include four from Endeavor and five from William Morris.



The politicking is not likely to end with the vote. Agents must now establish an informal pecking order within a new organization that will have neither the cohesiveness of Endeavor, which took pride in its somewhat communal culture, nor the long traditions of William Morris.

One of the first to say he would not be joining the new operation was Tom Strickler, a founding partner at Endeavor who was known internally as a keeper of the corporate culture. Mr. Strickler

coming along for the ride. "I've wanted to get on to the next chapter of my life for while," Mr. Strickler said, speaking by phone on Monday. He said he did not have a next job lined up.

At William Morris, another prominent agent, David Lonner, said he was told by Mr. Wiatt and Mr. Emanuel that he would not be part of WME Entertainment, according to a report on the Variety Web site.

Mr. Lonner did not respond to a call seeking comment. He has shared representation of Mr. Abrams — whose film "Star Trek" is set for release May 7 — with John Fogelman, who is in charge of the William Morris feature film department, and will have a place on the new board.

Spokesmen for Morris and Endeavor declined to discuss the departures.

A version of this article appears in print on , on Page B1 of the New York edition with the headline: A Merger Of Agencies Shakes Up Hollywood.

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#### ENTERTAINMENT BUZZ



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# **Exhibit**

# **V**



# Kevin Spacey signs to CAA

*Tatiana Siegel*

MAY 14, 2009 | 06:29PM PT

## *Actor leaves William Morris for new agency*

Kevin Spacey has signed with CAA.

The actor-producer most recently starred in HBO's "Recount," which he produced through his Trigger Street shingle.

Earlier this week, Spacey signed on to star as Jack Abramoff in the true story-based thriller "Casino Jack," directed by George Hickenlooper from an original screenplay by Norman Snider.

He had been most recently been handled by WMA.

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### ***For the LOVE of MY SHOW! – Part 2: Walking a Line of 'Absurd & Super-Real'***

Five hilarious TV fanatics discuss how "Catastrophe", "Goliath" and "Patriot" find the delicate balance between ridiculous storytelling and real life

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# **Exhibit**

## **W**

## How Sony lost the Steve Jobs movie: The inside story from the hacked emails

2.4k

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IMAGE: JUSTIN SULLIVAN/GETTY IMAGES



BY [CHRISTINA WARREN](#) DEC 11, 2014

A major motion picture about [Steve Jobs](#) was inevitable. Even before the Apple cofounder and CEO's death in 2011, Jobs was a figure of almost unparalleled universal interest.

Apple, after all, was one of the biggest companies in the world, and for most regular people, Jobs was Apple. Perhaps not since Walt Disney had a company been so associated with its CEO.

**SEE ALSO:** [Steve Jobs Emails Show How to Win a Hard-Nosed Negotiation](#)

The reverence for Jobs only grew after his death. Countless books about Apple and Jobs had been published before 2011, but Walter Isaacson's officially sanctioned biography, *Steve Jobs*, had unprecedented access to the man himself. Slated for release just weeks after Jobs' death, the book would go on to be an international bestseller.

It wasn't surprising when Sony was the studio to snap up a film adaptation of the book. Hot off of the success of *The Social Network*, *Steve Jobs* was seemingly the ideal follow-up. A similar

creative team, including screenwriter Aaron Sorkin and producer Scott Rudin, was assembled. Talk that David Fincher would direct began almost immediately.

It seemed perfect. Certainly much more ideal than another Jobs film, the smaller, Joshua Michael Stern-directed film starring Ashton Kutcher as Jobs that went into production in 2012. That movie debuted in 2013 to middling reviews, but for Apple fans the promise was that the next film, the *real* Steve Jobs movie, would be great.

Now, more than three years after acquiring the film rights to Isaacson's book, Sony Pictures is no longer associated with the project. Instead, it was sold to Universal.

How did this happen?

How did Sony screw up such a seemingly sure thing as the official adaptation of Steve Jobs' biography?

How did Sony screw up such a seemingly sure thing as the official adaptation of Steve Jobs' biography? Most of the time, the real story behind these kinds of Hollywood decisions goes untold for months or years until after the dust has settled.

But just a day after Sony officially let go of its interest in the Steve Jobs film and sold it off to Universal, something unprecedented happened: Sony Pictures was hacked.

It was arguably the biggest — and worst — hack in corporate history, with hundreds of thousands of documents (including complete copies of unreleased movies such as *Annie* and *Fury*) captured and subsequently released by cyber criminals.

Within those hacks was the corporate email inbox of Sony Pictures co-chairman Amy Pascal. And within those emails is the story of how the *Steve Jobs* project disintegrated at Sony.

From Pascal's inbox, we get a rare glimpse at what happens within the walls of a struggling film studio — one hampered by indecisiveness and frightened to take on projects that might be too risky and have too little impact.

From the outside looking in, the project was a dynamo, with actors, directors and producers dying to get in on the action. But once it came time to sign on the dotted line, securing talent and financing became an insurmountable obstacle for Sony, one that would ultimately doom the project.

For Pascal, the Jobs project was difficult, but it still felt important. It felt worth fighting for. In an email sent just after the project was sold to another studio, she laid bare the tragedy that the project wouldn't be happening at Sony:

"I feel like i just gave away a seminal movie, like *Citizen Kane* for our time.... I already think I may have made one of the worst decisions of my career."

*(Editors' note: The emails are presented verbatim, including spelling mistakes.)*

## The project





IMAGE: KEVIN WINTER/GETTY IMAGES

Sony jumped on the *Steve Jobs* project early. Walter Isaacson's biography wasn't even on bookshelves before the studio optioned the book in October 2011.

Almost immediately, rumors began swirling that the studio wanted Aaron Sorkin — fresh off his Oscar win for *The Social Network* — to adapt the book into a screenplay.

Sorkin officially signed on in May 2012. At the time, Sony's co-chairman Amy Pascal was quoted as saying, "There is no writer working in Hollywood today who is more capable of capturing such an extraordinary life for the screen than Aaron Sorkin; in his hands, we're confident that the film will be everything that Jobs himself was: captivating, entertaining, and polarizing."

Scott Rudin (who also worked with Sony on *The Social Network* and *Moneyball*) and Mark Gordon were attached to produce the project.

The high-profile nature of Jobs and the book meant the project was subject to rumors and speculation almost immediately. The success of *The Social Network* and the allure of Steve Jobs as a figure meant that this had the potential to be an international hit for Sony and its partners.

According to production schedules seen by *Mashable*, the plan at the end of 2013 was for the project to be produced for either fall or Christmas 2015 or into 2016, depending on the budget, director and readiness of the script.

## The script

Sorkin was hired to write his script for *Steve Jobs* (later known as *Jobs* internally at Sony) in May 2012.

While waiting for a script from Sorkin, executives at Sony, including Pascal, president of Sony Pictures Motion Picture group Doug Belgrad, and Columbia Pictures presidents Michael De Luca and Hannah Minghella were already discussing potential names for directors and leads in the project.



IMAGE: FRAZER HARRISON/GETTY IMAGES FOR BAFTA LA

Leonardo DiCaprio's agent was eager for the actor to read the script and the actor was clearly an early favorite for the role for the studio and most of the creatives involved.

According to emails reviewed by *Mashable*, Sorkin delivered his first draft of the script to the studio in early February 2014, and it was well-received by the higher-ups at Sony.

An email from Belgrad to Sony CEO Michael Lynton and Pascal summed it up best:

Turned out pretty amazing.

I love it.

Can't wait to figure out how to do it.

After reading the script, Pascal emailed notes to herself from Sorkin's first draft.

"I KNOW WE WANT A N ACTOR TOUR DE FORCE BU THE EARLY STUFF IS SO GREAT"

In an email to Elizabeth Cantillon and others, she added a few initial reactions:

jobs script is on all your pix

its long

its great

its not tsn

but it will be

## Courting Fincher

Less than 48 hours after the first draft of the script arrived, Rudin, the producer, was busy working with executives at Sony to try to figure out a director for the project.

David Fincher (who directed Sony's Rudin-produced, Sorkin-penned *The Social Network*), was an early favorite of Rudin's.

The executives at Sony seemed less sure, more open to trying to open the film up to other directors.

In an email exchange with Rudin, Pascal expressed her concerns about going after Fincher for the job.

Rudin:

"Who do you want over Fincher?"

Pascal:

"I don't know but going with him has its challenges and I think we need to talk about it plus this movie has to have genuine emotional depth ...."

As of Feb.18, 2014, the short list for director candidates within Sony were:

- Danny Boyle
- David Fincher
- Paul Greengrass
- Spike Jonze
- Phil Lord and Christopher Miller
- Alexander Payne
- Steven Soderbergh
- Robert Zemeckis

This list can be considered an "ideal candidates" list and was likely not exhaustive or complete.

David Fincher read the script the third week of February 2014. On Feb. 23, he emailed Sorkin saying,

"YES — JOBS — IT'S GREAT, not good, GREAT...

What do YOU wanna do?"

Fincher followed up with an email of notes to Pascal, Rudin and Sorkin.

Subject: JOBS

Content:

Is great.

It's a play, but a really quicksilver, cinematic one.

I would think you would want to cast and rehearse very carefully (couple months)

Shoot very quickly (4 or 5 weeks — 8 days per ACT??)

The venues would be easy (we could probably find them all in town)

Editing is where we would spend time.

Can SONY market a ONE MAN SHOW(?)

Can you guys make the LENNY of it all. *the MUST SEE?*

This was forwarded to Lynton.

Some of the content in the emails quickly leaked to the press. Sony was able to hold off reporting for a few days, but on Feb. 26, 2014, Pascal finally consented to leak the story to The Hollywood Reporter.

In an email with Sony's communication team, Pascal wrote:

"At this point give it to the reporter with no finger prints and fuck variety but there is nothing to say except David read the script and I don't want it to say Rudin is talking with David and start a big problem with mark"

The story quickly spread to *Variety*, *Deadline* and international media outlets.

Fincher sent Pascal an email with a link to Variety's email and a "WTF?" subject line. "You have serious issues *internally*..."

At the same time, Rudin and Pascal were dealing with the fallout from the Fincher discussions on another project the two were trying to work on together, Angelina Jolie's version of *Cleopatra*.

*Cleopatra* has been a passion project for Jolie for years and with a script from Eric Roth, the film seemed closer to potentially entering production. Jolie was interested in having Fincher direct the project when she found out that he was in talks to do the Jobs project instead.

Pascal wanted to diffuse the situation, but Rudin was unswayed. In emails that have been widely reported by *Defamer* and others, Rudin raged against Pascal and called Jolie a "a minimally talented spoiled brat who thought nothing of shoving this off her plate for eighteen months so she could go direct a movie."

But the *Cleopatra* distraction ended up not mattering in the end. Based on email chains within executives at Sony, discussions with Fincher stalled before they got off the ground. Although the director seemed interested in the material, Sony was unwilling to sign him unless he was willing to cut his fee.

Fincher wanted his standard fee of \$10 million, control over marketing and a \$45 million budget for the film. Because the film is structured in three acts, similar to a play, and is almost all interior shots, executives at Sony as well as producer Rudin were convinced the budget should be lower, and were unwilling to meet Fincher's demands.

In an email conversation in late March 2014 with Pascal, Rudin and co-CEO of William Morris Endeavor Ari Emanuel, Sorkin made an impassioned case for trying to make a deal work with Fincher. "I do not know why [Fincher]'s like this (anymore than I know why Steve Jobs was like Steve Jobs) and I don't want this movie to be a bitter drink for the people at the top because you all have other things you can do and you'll just walk away," Sorkin wrote.

"But we're looking at a home run pitch coming at us. The right director wants to do this and wants to do it now. I just ask that before you throw your hands up you make sure you've exhausted every option and that includes letting him save some face. "

Rudin's reply:

"You don't think \$40m to shoot three scenes is enough? Do YOU want every control given to him, including the entire marketing campaign? This is the director who refused to put the girl with the dragon tattoo in the ads for THE GIRL WITH THE DRAGON TATTOO."

In a reply, Sorkin still held out hope that there could be a middle ground where everyone was happy. Still, he conceded that he'd be uncomfortable with Fincher having marketing control because

"There's always the risk that the billboards will say, 'Anyone who doesn't see this movie is an asshole.'"

"There's always the risk that the billboards will say, 'Anyone who doesn't see this movie is an asshole.'"

Moreover, despite the strong sales of the *Steve Jobs* book, internal models from within Sony indicated that the worldwide box office for the film might only track at \$100 million (though some remained optimistic of a \$150 million worldwide haul).

Although Sony had great success with Fincher on *The Social Network*, his adaptation for the studio of *The Girl With the Dragon Tattoo* was a massive financial failure.

There is a sense in the emails that this was omnipresent in the minds of the studio heads (remember, this is in late March 2014, long before Fincher's *Gone Girl* came out and was a hit at the box office).

By April 9, 2014, the Fincher deal was off the table. The news broke a few days later with both sides trying to spin things to their own liking.

It turns out, the trade reports that it was all about money were basically true.

## Finding Danny Boyle

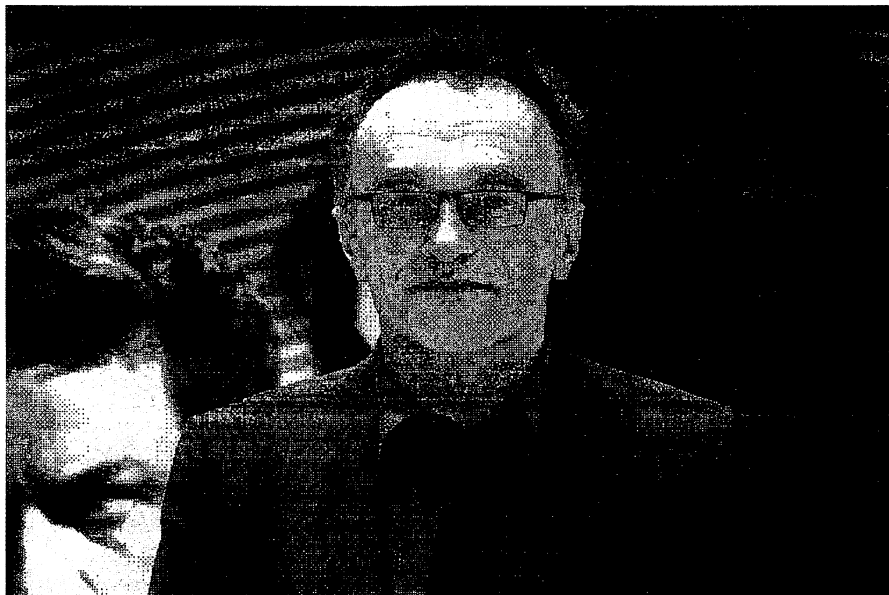


IMAGE: CARLOS ALVAREZ/GETTY IMAGES

After the Fincher deal evaporated, the studio and producers continued to pursue other directors. Going back to the drawing board for directors, familiar names once again popped up, including Danny Boyle. By April 21, 2014, Sony and Scott Rudin were already in talks with Boyle.

*The Hollywood Reporter* had the news — as well as the fact that Leonardo DiCaprio was still the leading contender to take the lead — almost instantly.

By the end of April, Boyle's deal to direct was complete.

## The talent

From the beginning, Leonardo DiCaprio was the studio's ideal pick to play Jobs.

From the beginning, Leonardo DiCaprio was the studio's ideal pick to play Jobs. His star power and appeal with international audiences made him a strong choice.

DiCaprio's representative Rick Yorn expressed interest in getting the script as early as January 2014. As talks got underway, the biggest blocker seemed to be not money, but timing. Negotiations with DiCaprio stretched into September 2014 before finally collapsing before any deal could be made. As of Sept. 21, DiCaprio seemed to be completely off the project.

As word of DiCaprio's departure spread around Hollywood, talent agents for practically every working star in Hollywood began to approach Sony executives about their clients' interest in playing Jobs. Representatives for Mark Ruffalo, James Franco, Eddie Redmayne, Robert Downey Jr. and Tobey Maguire all reached out expressing interest in the role.

One name on that list seemed a natural choice: Christian Bale. After DiCaprio was definitively out, Bale became the primary choice and negotiations began with the star in earnest in early October.

Publications, including *Mashable*, noted how similar Bale looked to Jobs. It felt right.

## The budget and the financing



Throughout the search for a lead actor for the film, Sony struggled to get a solid budget for the film and to find co-financing to get the film made.

Originally targeted for release in 2015, *Jobs* was pushed to 2016 in most internal targets by October of this year. Without a star, financing or a budget, it seemed unlikely the film would make its original debut.

The budget is something Sony struggled with almost from the beginning. During early discussions with Fincher, the budget's goal was \$33.5 to \$35 million. Fincher wanted the budget expanded to \$45 million or higher.

When DiCaprio seemed likely as the lead, some budget projections even ventured into the \$50 to \$55 million range.

When DiCaprio seemed likely as the lead, some budget projections even ventured into the \$50 to \$55 million range. That's not an outlandish number in today's Hollywood, but for a film that is virtually a stage play with very little exterior shooting, Sony management was keen on keeping the budget smaller.

That's in part because of the precarious financial condition of Sony Pictures, as well as its parent company, Sony Corporation. The electronics arm of Sony is in disarray and its studio division, Sony Pictures, isn't doing much better.

Sony had a particularly rough summer 2013 when both *White House Down* and *After Earth* bombed at the box office. In the fall of 2013, Wall Street raider Daniel Loeb started buying up shares in Sony and using his perch to pressure the suits in Tokyo to sell or spin-off the studio.

In part because of Loeb's pressures, Sony CEO Kazuo Hirai announced \$250 million in operational cuts, with many coming from the film studio.

Fortunately, director Boyle has a reputation for staying within his budgets and shooting quickly, so keeping him on track wasn't a problem. With no DiCaprio, Sony went back down to a \$33-\$35 million budget projection — with some optimistic estimates as low as \$25 million.

Part of the reason the budget became such a concern was because of financing. Sony needed help getting the film co-financed. The problem with co-financing, especially on a film like *Jobs* where many of the talent deals are awarded on the back end with points rather than upfront salaries, is that more investors involved means that Sony's share in the profits is much lower.

Sony's internal budget projections as of Nov. 4, 2014, showed that *Jobs* would need to make \$130 million at the box office to hit all of its targets and achieve a 7% margin. and that was on a \$33 million budget.

## Financing merry-go-round

Hollywood accounting can be complex, but put simply, trying to make everything work in a budget that stays in the black for the major studio is always the end goal.

Sony could have fully financed the film itself (and that was one of the options the studio was mulling over), but it seemed apparent to the studio and Rudin that they would need to



co-finance the film or at least take on partners for the international release in order to minimize the risk.



IMAGE: MICHAEL CAULFIELD/WIREIMAGE

An email — sent to Pascal, Belgrad, De Luca and president of worldwide business affairs and operations for Columbia Pictures Andrew Gumpert — lays it all out:

Scott is already dug in that beyond the 50pts, the talent needs fresh cash/non-app bonuses at around 130wwbo (50pts is a lot of money in success and that should be it). The fact that folks have gross quotes is not really relevant since the 50pt pool makes up for that. I'm not doing any of this (nor would our financiers), and Scott thinks we should stop the whole thing, and I agree if that is their position. This is easy if they want it to be or not. But let's not get sucked into the rabbit hole.

I feel like if this is how Scott feels, we should go back to letting him get the financing and we will distribute for fees and he can pay the talent and himself whatever he wants if his financiers will allow him to do so.

My view is this is a de-facto negative pickup:

33m net (fyi that budget assumes Walter I defers 2m. Ba has not spoken to his reps about this, and I'm not sure if he'll do it or on what terms, eg, does walter have to go into the 50pt pool??)

They are on for overages

50pt pool

3p financing in place.

Simple/easy if they want it to be.

In other words, Sony could do the full financing at a \$33 million budget, provided the talent agree to take most of their salaries on back-end profit points (which account for 50% of the film's profits). That would require at least \$130 million total box office to be worth Sony's while.

The problem, for Rudin and his producers, was that the salaries for talent weren't as generous as some would have liked. The alternative, from Sony's perspective, was for Rudin to find others to finance the project and Sony could simply act as the distributor and collect fees from it that way.

The problem was finding a studio to agree to co-finance.

## The savior?

Enter Megan Ellison, founder of Annapurna Pictures. Ellison reached out to Amy Pascal in mid-October 2014 asking to be involved in the film. Ellison, the daughter of Oracle founder (and Steve Jobs's best friend) Larry Ellison, worked with Sony on *American Hustle*.

In emails between Pascal and Rudin, Rudin initially rejected the idea of having Ellison involved in the film, apparently because of a problem the two had on a previous project.

On Oct. 17, 2014, Ellison sent Rudin an email begging to be involved in the project as a producing or financing partner. It said in part:

And I would love to explain the reason why the Steve Jobs project is so important to me too. Steve Jobs was and always will be an important part of my family. He was my father's best friend, he was the witness at his wedding, he is the only person my father has ever truly admired. So this is also incredibly personal for me. It would be a great joy to be a part of shepherding his story.

I'm not looking to infringe on your territory. I'm not power hungry or an ego maniac. I just love films and this film in particular. I'd love the opportunity to be a part of it and I want to see how you work. No bullshit, I've looked up to you forever, since as long as I can remember. I hope this you well.

Internally, the executives at Sony saw Ellison's overtures as a win for the project. She could help provide some of the needed financing and the studio could move forward in getting deals locked down on a budget, locations and actors.

For his part, Rudin was not impressed.

His response to Ellison's email to Pascal was that "I'm not interested in financing partners who bring this amount of emotion to it and frankly the notion of selling her this to get the other one done is kind of gross."

His response to Ellison herself was more measured, but was still uninterested in budging. Pascal tried to intervene on Ellison's behalf but Rudin seemed undeterred.

Still, at this stage, it seemed obvious Ellison wanted to be involved and Sony was trying to make something work with Annapurna and the *Jobs* film.

## The collapse

On Oct. 16, 2014, Gumpert (aka "Gump"), sent an outline of the budget and back-end deal and points breakdown to Scott Rudin. It was then pushed out to the various talent representatives on Oct. 18, 2014.

Rudin's initial response to the offer was hostile. "Just to say this: asking any of us to post one cent for overages out of our fixed comp is about as offensive an ask as I have ever seen. I think if you include that in the proposal the movie will go away. Nobody needs to make a movie this badly — at least nobody in this group — to be raped in the process."

Pascal tried to defer a conversation until after the weekend, to which Rudin responded:

"You have NO risk in the movie but WE should have risk? You lay off every cent except what you choose to keep and WE should then also fund you — that's how this should work? I cannot believe you're serious. What idiot would make this deal? The presumption that five Oscar winners would be desperate enough to give up all value for their services and then also risk the baseline bargain-basement fees on top of it is beyond comprehension. Every single movie like this that we have made for you has worked. And you think this is fair?"

At this point, Rudin brought Ari Emanuel into the email chain. Emanuel, who was the basis for the Ari Gold character on *Entourage*, was explicit.

"This offer is fucking bull shit. Give us the movie back. You you guys in the business. No other studio would even ask for this. Pass"

In response to Pascal's plea to deal with things on Monday, Emanuel responds again:

"Whatever

You guys ask us to find financing. Scott, Patrick and myself get Modi [an investor] and we still get no respect. Amy, this is not what you want to hear - but this NEVER happens and any other studio. In fact they then would go out of their way to make a proper deal. Even Harvey."

Pascal responded again, trying to lessen tensions writing in part, "don't make it harder than it is."

The response to Rudin and Emanuel's reaction from the others at Sony was that of shock, dismay and incredulity.

To De Luca and Pascal, Belgrad noted, "Michael bought this book not Scott or Danny and we are well within our rights trying to do this responsibly.

We do not need this movie and we do not need to give it back to them. "

After the weekend had passed, both sides seemed more calm, but it appears it was dawning on Sony that there would be a very real chance that the film may not be made at their studio.

In a message authored by Gumpert and sent to Stefan Litt, the EVP and CFO of Columbia TriStar, the situation was summed up like this:

1. "The only way to get this to net neutral is to have 100% of it financed and backstopped (a la zero dark 30).
2. If we want 1/3 ish of the film, then the in year negative can be reduced from 37.4M to 17.1m, but that is still a big in year negative.

I hate to say it, but our real options are:

1. Release in 2016 (fy 17) where we can plan for this better
2. Release in 2015, BUT only do it as a distribution/backstop deal..."

Meanwhile, Village Roadshow and MRC both declined to co-finance the production.

Then, on Oct 30, 2014, Christian Bale dropped out of the film.

In an email to CEO Lynton, Pascal commented on the "funny" nature of the drop-outs:

"Do you think actors are afraid to play this character

Danny and I were musing about this yesterday"

Lynton's response was interesting:

"or mrs jobs is calling them...."

In Hollywood circles, there have been rumblings for quite some time that the family of Steve Jobs is unhappy with the *Jobs* project at Sony. In an email to De Luca and Belgrad, Pascal appears to take Lynton's suggestion that Jobs' widow, Laurene, intentionally sabotaging the film seriously:

"This is the second actor that pulled out....do you think there is some fears bout playing jobs? Or calls from the mrs?"

## Trying to save the project



IMAGE: KEVIN WINTER/GETTY IMAGES

With financing not forthcoming, a budget nonexistent and the second lead actor to drop out, *Jobs* was clearly in trouble by Halloween. Still, outside of Sony, the news that Bale had exited the project led to yet another deluge of actors and agents expressing interest.

Sorkin even had the idea to approach Tom Cruise

Sorkin even had the idea to approach Tom Cruise, citing his work in *Lions for Lambs* as proof that the actor could play the younger Jobs part with aplomb.

Still, by Nov. 3, 2014, director Danny Boyle was sold on signing Michael Fassbender to the role. Though all creative and business parties involved with the film seemed to emphatically trust Boyle's judgment, the tenor within emails was that Fassbender didn't seem to be the right fit for the part.

The news of Fassbender's attachment and interest in the project spread to *Deadline* on Nov. 4. At this point, Rudin, Sorkin, Pascal and Belgrad all seemed to be trying to talk themselves into seeing Fassbender in the role.

Meanwhile, Andrew Gumpert came back with alternatives for the studio for making the film, including a number of scenarios where Sony would co-finance with Annapurna Pictures. With Fassbender as the lead, the budget for the film would now be lower.

Complicating matters further, Leonardo DiCaprio's representative reappeared and showed potential interest in bringing the actor back into discussion.

At this point, Sony started creating two different versions/budgets for the film — one with DiCaprio and one with Fassbender — for potential co-financing with Annapurna Pictures.

## The disintegration

On Nov. 13, 2014, Megan Ellison and Annapurna backed out of the project. In less than a month, Ellison went from literally begging to be involved in the project in any way possible to writing, "I'm having a hard time moving forward on *Jobs*. I can't help but not feel great about the way things played out until now and the level of investment has only become much more significant."

In a long missive to Belgrad, De Luca and Minghella, Pascal outlines the massive problems shaping up around *Jobs*:

"We got positioned on jobs

Danny wants mf

Danny wants Cali

Danny wants his rehearsal period

We got totally positioned because the actor we didn't want has another movie he has to do so we are rushing into production with an actor we don't want and have no financing

Mrc passed

Megan passed

Village road show passed  
Lone star will probably pass  
New regency passed ( tonight  
)I love the script but I can't do this to the company  
We should figure out if we can stomach giving it to them in ta  
Tomorrow for a week with mf at 33.4  
I was told by a birdie that searchlight would pass  
But then the person who told me that send maybe they wouldn't  
I also found out that when we were trying to make Fincher deal it was sent around to  
every studio and people even passed in that"

On Nov. 15, Pascal sent an email to Scott Rudin explaining her discomfort with the current situation regarding the film. The email makes it clear Sony is looking at dropping out of the project.

In response, Rudin sends Pascal an impassioned plea arguing for the merits of the project, the script, the source material, and even appeals to Pascal's heart as a film executive.

Pascal responded laying out the issues with the film. Her response also touched on some of the other controversies of the film, including Jobs' widow's reaction ("we are sony ...the company apple put out of biz") and her lack of comfort going forward without financial protection.

## The end

At this point, on Nov. 17, it's clear *Jobs* will be going into turnaround, when a project is sold from one studio to another for development costs. According to an email from De Luca to Pascal, Rudin was suspicious that the film went into turnaround "too easily" and that "maybe that signified Lynton bowing to jobs family pressure too."

Two days later, on Nov. 19, after Fox Searchlight failed to pick up the option, Sony had another chance to go back to the project. The same day, news broke that Sony was dropping out of the project and that it may be heading to Universal.

Pascal and Rudin exchanged strained emails with one another as the deal finally fell apart. Even at the end, Pascal still seemed to be trying to figure out how to still work on the project. That night, she sent Rudin an impassioned plea. opening up about everything she was feeling about the film.

I want you to think about something and we can talk in the morning.  
I put u and the movie in a vulnerable position  
I was trying to do anything humanly possible to keep the movie  
And I wasn't getting it done  
You are I were still talking to respective people as of this am  
Yes it did take losing the movie to shock me into the realization that I would do anything  
to make the movie with you and for whatever reason that got it done  
Am I proud of that  
No I'm not

But did it shock my system into action yes it did  
I made a decision  
Maybe one I could have made all along if I drown out all the noise  
I will not blow your deal at universal but you have to admit we gave you a verbal turn  
around in a very short window  
Without even going through the normal process  
I was responding to Danny and you and ari and the desire to start now....  
I hated it but I did the honorable thing  
As late as this am you said you were gonna call michael  
And we talked about the movie  
When Danny or Robert or whoever called to set that meeting I thought I had a shot  
Did I take one more chance at Leo Yes ....you know why  
Cuz it would have made things easy  
When I actually heard Danny talk about the movie for almost the very first time I  
understood Cupertino and mf  
And everything else  
And told him I was blown away  
I'm sorry he felt the meeting had gone so terribly  
I heard myself saying now I understand all  
Should I have said done  
We are a go  
We are paying  
Yea I wish I had  
But I it was the begining of my  
Realization  
When I talked to you and Sri this am we were sitting at the table trying to figure out how  
to just move forward  
And then I made a decision  
Albeit a bit late  
And decided we had to have the movie and I wasn't behaving like the person I am  
Yes you told me that over the weekend  
So did Ari  
You guys tried  
A lot  
I'm not saying you didn't  
Both of you  
But it happened. As you all were closing with universal  
I really would really to stay involved with the movie taking the international seemed like a  
good way to do that  
I know universal won't want to do it. Why would they  
But you could tell them we were pretty cool about the way we gave you the turnaround  
and you'd like it to go to us



I don't think Danny is angry with us in the way you suggested I m not sure he is saying he will never work with us againBut I also know he will never go against what you want to do...

I know Aaron doesn't feel like we fucked you guys and neither does mark or Guymon  
We still wanted to make the movie and kept trying even though we let you try and make it elsewhere

But let's be honest we all know who has the power here

If it's possible why can't we do it?

Are you sure those guys would actually object to us being passive partners in the movie?

It would be great

It would be amazing

Why can't we try to turn this into something good for everyone

I'm sorry for all of today's conversations and a bunch of other stuff .....

We have been doing this together al long time

You don't owe me anything

I'm not invoking a friendship or a partnership I'm I just saying it would be excellent if you helped me make it happen

I made a mistake

Does it have to be fatal?

Talk in am

Amy

In an email to Tom Rothman, the chairman of the relaunched TriStar Productions, Pascal summed up her discomfort with letting *Jobs* go in terms that were nothing short of epic.

"i feel like i just gave away a seminal movie  
like citizen kane for our time. what is  
happening to me  
everyone you included  
said just do it. i already think i may have made  
one of the worst decisions of my career....but  
i hope the the walk played great....."

Pascal was in better spirits the next day, responding to a message from Rothman checking in on her status.

"I'm great

I had enough of everyone

I'm done with all of it

The classiest among them all turns out to be

Aaron Sorkin.

I didn't need Columbia to be some poor cousin

To this movie....that would have felt worse than not doing it. I know Danny will make a great movie. I'll have another chance to work with him some day.

And my word is all I have

I wish it had all been different

But it's different now  
And I'm without jobs but much wiser"

## The epilogue

On November 24, 2014, Universal Pictures officially stepped in to pick up the Steve Jobs film.

Danny Boyle is still directing Aaron Sorkin's script and Michael Fassbender is attached to star in the film, which remains produced by Scott Rudin, Mark Gordon and Guymon Casady.

Also on Nov. 24, Sony Pictures' internal network was the victim of what is quickly becoming the biggest corporate hack in history.

**TOPICS:** ENTERTAINMENT, MOVIES, SONY, SONY HACK, SONY PICTURES, STEVE JOBS

# **Exhibit**

# **X**

**WIKILEAKS LEAKED SONY PICTURES' EMAILS SHOW DEFENDANTS  
COMMITTED PERJURY REGARDING THEIR EFFORTS TO HIDE INFRINGEMENT  
IN *BRIGGS V BLOMKAMP***

The Defendants' fraud, conspiracy and routine deceit included committing perjury by lying on documents signed under oath.

During the discovery phase of *Briggs v Blomkamp* the Plaintiff informed the district court that he suspected that writer/producer Simon Kinberg was hired to rewrite Def Blomkamp's poorly written screenplay. In response to Plaintiff's interrogatories to MRC II LP, the Defendants made false statement, under oath, regarding a substantial matter in that case, which may impact the Plaintiff's ability to prevail in that lawsuit.

That deceit occurred when the Defs responded to interrogatory #17; believing Simon Kinberg helped disguise Def Blomkamp's infringement, the Plaintiff asked:

**Plaintiff's Interrogatory:**

**INTERROGATORY #17:**

"Simon Kinberg is a writer and "script doctor" (a writer who fixes scripts that have serious problems). Simon Kinberg is listed as a producer of Elysium. Exactly what duties did Simon Kinberg play in the production and script doctoring of the screenplay and film "Elysium"?"

**Defendants' Answer:**

"Defendant incorporates by reference the preliminary statement and general objections... Subject to and without waiving the foregoing objections, Defendant responds as follows:

Simon Kinberg produced the Film. As producer, Mr. Kinberg also **assisted with a polish of the Film's screenplay** during the later stages of writing."

**But The Leaked Sony Emails Reveal The Truth About This:**

The Defendants admitted that Simon Kinberg helped improve the weak screenplay, BUT suggested that his help was just a "polish", which suggests merely dotting I's and crossing T's. But, in fact, Simon Kinberg did exhaustive work to salvage Elysium.

The exhaustive work Simon Kinberg did to save Elysium is revealed in the 2015 Wikileaks re-posting of the Sony Pictures' hacked emails, in five (5) key email exchanges between Defs **Modi Wiczky**, **Simon Kinberg**, and Sony Pictures Chairperson **Amy Pascal**. In the first email, Def Wiczky explains Kinberg's role:

2014-10-27 13:36:12 Fwd: CHAPPIE NOTES

From: mwiczyn@mrcstudios.com To: pascal, amy

**MODI WICZYK:**

“hi!so i asked si to share all the notes hes wanted to do, in detail, for weeks but hasnt been able to do.it lines up w what everyones saying. great detail and very specific.he also included rachels document and merged it.**simon is a fixer and a logician** and i want him to trest this like hes been brought in to doctor it on some level, and he does too. nb has been ignoring him the past few weeks after listening to him up until then. dont know why, dont care. its our turn now.i told doug that we should leave the mtg telling thema. timeline for seeing new stuff b. possibly do a parallel more radical cut to play w thebig first act and religious note.c. first "basic" cut should do all cuts in the notes, deal w ending. see you at 9.”

Def Wiczyn, Simon Kinberg, and Amy Pascal discussed the endless and unimaginable problems Kinberg was having helping director Blomkamp’s save his film, *Chappie*. The executives discuss reshoots, dialogue rewrites, other changes, and how to protect Def Blomkamp’s insecure ego. Yet, amid these massive problems, Kinberg comments that Def Blomkamp was handling Kinberg’s executive ordered changes much better than he handled them on *Elysium*, where Kinberg explains Blomkamp “**shut down on elysium, partly because he felt he didn't have the answers. he's never shut down on this movie, not once.**” In an email to Amy Pascal, Simon Kinberg wrote:

2014-08-07 07:02:55 Re: Chappie from: sdkinberg@aol.com

to: pascal, amy

**SIMON KINBERG:**

“cool! neill has been really open throughout this process, and wants to get the audience all the way there. i think we're all feeling the same things now, so we can put it together and deliver to him, and he'll take it as an assignment not a judgement, and stay creative. **i saw him shut down on elysium, partly because he felt he didn't have the answers. he's never shut down on this movie, not once. so i don't think he will now...**”

The text/emails reveal Def Wiczyn and Pascal had to hide from Defendant Blomkamp that Kinberg was hired to take over the film to finish it. Revealed when Wiczyn wrote to Pascal:

2014-10-27 13:42:22 Re: To discuss

From: mwiczyn@mrcstudios.com; To: pascal, amy

**MODI WICZYK:**

“not to oversimplify but i know simon has been biting his tongue for a month and all the sloppy stuff has been making him crazy. when i speak to him he seems to have a

very clear view of what he wants to do. it lines up w what ur saying. i hink if we make them do it we will have a much much much better film that works. we just cant literally tell neill si is taking over....so its "our" notes"

There are many more such emails that further reveal how inept and difficult Def Blomkamp is, and we see the extraordinary measures Kinberg took to save the film. Yet, Kinberg implied these problems were mild compared to what he endured with Blomkamp revising *Elysium*, where Blomkamp “**shut down**” and “**didn't have the answers**”. Thus, clearly the script work Kinberg did on *Elysium* was **exhaustive**, and not a mere “polish” as Def MRC II LP stated under oath. This was perjury, intended to cheat the judicial process.

### DEFENDANTS COMMITTED WILLFUL RULE 37 VIOLATIONS IN BRIGGS V BLOMKAMP

On page 28 of the Plaintiff’s First Amended Complaint in Briggs v Blomkamp, et al, the Plaintiff made a bold prediction: that sometime after May of 2013 (when Blomkamp learned the details of Plaintiff’s impending copyright lawsuit), Defendant Neill Blomkamp went back into the editing room and tried to edit-out key headache scenes, which were identical to the Plaintiff’s work. The Plaintiff explained that Blomkamp did this to try to cover-up evidence of his theft of the Plaintiff’s intellectual property.

Supporting this prediction, during the discovery phase of Briggs v Blomkamp, the Plaintiff found a report on TheProvince.com, titled "Elysium's ready as director Blomkamp looks forward to next project," from February 2013. In the report Def Blomkamp stated the film was finished in February 2013. Then, proving the Plaintiff’s prediction, in sworn responses to Plaintiff’s interrogatories, Def Blomkamp admitted that film editing was finished “Sometime in or about June 2013.”

The Plaintiff then filed a motion to compel documents, asking for all texts and emails between Def Blomkamp and both *Elysium* film editors: Julian Clarke and Lee Smith (Smith was the final editor—the editor who would have made these headache changes). The Plaintiff made this motion to prove that Def Blomkamp resumed film editing after February 2013, to try to remove or alter the “headache” scenes. However, **the Defendants would not provide a response from Lee Smith**, only from Clarke (Clarke stated that editing ended well before June

2013—contradicting Blomkamp). Unbeknownst to Julian Clarke —**Lee Smith** returned to the editing room to fix the headache scenes in May and June 2013. (Interestingly, the Sony Pictures email hack shows that Lee Smith was also called back in to re-edit Julian Clarke’s work for the Defendants’ film *Chappie*.)

The Plaintiff filed his Motion to Compel (seeking a statement from Lee Smith) three weeks before the deadline for dispositive motions (liability), July 9th, 2013. But the district court set the motion hearing for more than a week AFTER the deadline for dispositive motions (Aug 7th, 2013); thus, during the subsequent teleconference hearing with Magistrate Judge Laurel Beeler, the Plaintiff explained that the matter was unresolved but was effectively “moot” because both parties’ MFSJs had been filed, and the Plaintiff had less than a week to file his Reply Brief (Magistrate Beeler thus ruled the issue moot); and thus, the Plaintiff filed his Motion For Summary Judgment without being able to inform the court of the Defendants’ **violation of Rule 37** (failure to cooperate to compel a discovery response); a violation that resulted in the omission of evidence of a cover-up (Def Blomkamp covertly re-editing *Elysium* to try to remove the headaches); a violation committed by the Defendants to cheat the judicial process in *Briggs v Blomkamp*.



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After 'District 9,' acting is no longer alien to Sharlto Copley

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[Enlarge](#) TriStar Pictures

A home shoot: *District 9* is set in Johannesburg, the largest city in Copley's native South Africa. But depending on his career, "I would be open to moving to the United States," Copley says.



[Enlarge](#) TriStar Pictures

By Claudia Puig, USA TODAY  
Nothing about Sharlto Copley suggests he'd emerge as an action hero.

He has an Everyman look and an affable personality. He once held a gun on someone in real life, but only to defend his girlfriend, who was being robbed. The couple, who have been together for 10 years, have two cats. He has been a "behind-the-scenes" guy, directing and producing short films and videos in his native South Africa. Until this year, he had never acted in a feature film.

**REVIEW:** [Heart-pumping 'District 9' is sci-fi at its finest](#)

**TRAILER:** [Watch Sharlto Copley in action](#)

But in *District 9*, Copley plays nerdy bureaucrat Wikus van de Merwe, who tangles with aliens, escapes grisly biomedical experimentation, wields heavy ammo and taps into deep reserves of angst. As he fights a huge corporation and the South African government, he teams up with one of the crustacean/hominid aliens.

"My agents said: 'Dude, you couldn't have asked for a better first role. You get to be

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Stuck in the middle: Wikus (Sharlto Copley) starts on the government's side, but after his DNA is contaminated and becomes wanted, he teams up with an alien.

the comedy guy, you get to be the guy holding the gun, and you get to be the dramatic guy,' " Copley says.

The low-budget film, produced by Oscar winner Peter Jackson of *Lord of the Rings* fame, has definitely found its audience. It has grossed an estimated \$90.8 million in a little more than two weeks.

Told in faux documentary style, it follows the story of aliens who have landed in Johannesburg and are segregated in slumlike internment camps. Wikus is an officious middle manager charged with moving the aliens to another camp farther from the city. But he is contaminated by an alien substance that changes his DNA, and he becomes a wanted man.

The film's locations in Johannesburg, with its volatile history of apartheid, ground the story and Copley's understanding of Wikus' inner turbulence.

"I have known (writer-director Neill Blomkamp) since he was 14 and I was 20," he says.

"I have always regarded him as the next James Cameron. But I didn't think this success would come with a movie that is so South African. As the film was coming together, we were feeling confident. But it's one thing to feel confident that you like something, and it's another thing when the world is watching."

Wikus was crafted through improvisation, Copley says. "We sort of accidentally found the character," he explains. "He was developed through a short test, an experimental piece, really. He was born on camera."

Copley has long had an interest in assuming roles. "I've always watched how people put on skin. We all put on characters based on where we come from, what we believe in, how we've been raised. We put on selected human traits in varying degrees. But this character was about shedding his skin, shedding those traits so that the bare essence of what it is to be a human being is left.

"You'll get closer to who you are when you're about to die, and that's what happens to Wikus. He wants to go back to what he was and hold on to his safe little world, but he's forced to be who he is. On the surface of it, people just think, 'He's a geek, then he's an action hero.' But they relate subconsciously."

That a starring role has found him at age 35 elicits a calm appreciation.

"It would be a completely different situation for me if I were 20 or 25," he says. "I've done a lot of things in my life: in business, in my personal life, in living in South Africa. I've been exposed to violence. I think as a person I have a certain type of grounding."

Though he'll keep writing and directing — "It's in my DNA," he explains — Copley is ready to focus on acting for a while and go wherever the next good role beckons.

Case 3:18-cv-04952-VC Document 1-5 Filed 08/15/18 Page 9 of 28

"I'll always be a South African. It's formed me," Copley says. "But I would be open to moving to the United States. I'll adjust to the idea of being nomadic for a while. The films I'm interested in are being shot all over the world."

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# **Exhibit**

# **Z**

Wonder Woman Pirates of the Caribbean

JANUARY 19, 2011

4:18pm PT by Borys Kit

## **Sony Snags 'District 9' Director Neill Blomkamp's 'Elysium'**



Jason Merritt/Getty Images for VH1

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Blomkamp in an e-mail.

The new movie stars Matt Damon and Jodie Foster in a future where humanity's elite have fled the ruined Earth space stations while the planet's poor struggle to survive.

The 33-year-old Blomkamp moved to Vancouver as a family from South Africa, and quickly earned a reputation as an effects prodigy in Vancouver's busy effects scene.

His debut feature, 2009's District 9, catapulted him to feature directors, a box-office and critical hit that also earned nominations for best picture, best screenplay (for Blomkamp, Tatchell, his wife and writing partner), best editing for Julian Clarke and best visual effects for a team based at Image Engine.

The movie about an alien ghetto was filmed in Johannesburg; extensive post-production was handled in Vancouver.

All eyes were on Blomkamp in the summer of 2011 when he was here on Elysium. Many of the same collaborators were involved. Blomkamp wrote this screenplay on his own.

Filming continued under tight secrecy until that September when the show moved to Mexico City.

Then came more than a year of post-production work finishing now.

"Elysium is basically done at the end of February," Blomkamp says. "We have some straggling VFX shots that go into April but the stuff looks absolutely amazing."

Here's a look at Damon from the movie:



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have a much larger budget and will be released in  
late 2012.

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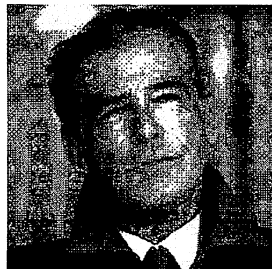
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## Elysium: The Art of the Film

By Brian Eggert | August 6, 2013

Every so often, an “art of” book comes along and makes me want to revisit the film itself and watch solely for the designs. Such is the case with a release in which the film’s director, Neill Blomkamp, specifically states he set out to explore the visual aspects of his story more than the sociological implications, a surprising notion considering the picture’s central theme. As we learn in the book, when he originally proposed the film Blomkamp put together 50-60 images he created on his computer and set them against the screenplay, creating a kind of graphic novel for investors and his actors. On the strength of these images—not to mention the strength of his first film, *District 9*—he garnered himself a \$100 million budget and signed stars Matt Damon and Jodie Foster.

Set in the year 2154, the setup involves a space station called “Elysium” that orbits Earth and houses only the privileged who can afford to live there, while below on the planet’s surface is a ravaged Third World

suffering from overpopulation, famine, and disease. An industrial accident leaves lowly factory worker Max (Damon) with just five days to live, and so he embarks on a mission to get passed strict anti-immigration enforcement and be cured in one of Elysium's instant-cure stations. Armed with a hydraulic exoskeleton, Max faces Elysium's ruthless Secretary of Defense (Foster) and her black ops agent Kruger (Sharlto Copley). The resulting film has been widely criticized for its paper thin political commentary, yet praised for Blomkamp's visual style.



*Elysium: The Art of the Film* is a testament to what works about the film. Available now from Titan Books in both a standard and a Limited Edition, the contains full page images showcasing the level of detail Blomkamp, production designer Phil Ivey, the team at Weta Workshop, and even legendary concept artist Syd Mead (*Aliens*, *Blade Runner*, and *TRON*). Each release contains more than 164 pages of full color concept art, drawings, paintings, movie stills, and informative text by author Mark Salisbury. The Limited Edition features a black slipcase with an image of Elysium on one side the ruined Earth on the other, a signature plate signed by Blomkamp, and a print by Mead.

Inside the book is the story of *Elysium* both on and offscreen. In interviews with the cast and crew, but mostly Blomkamp, Salisbury follows the film from inception to execution, detailing the director's origins for the film's diptych world and how he set out to create it. "Blomkamp's more interested in making muscular slice of popular cinema than preachy parables," Salisbury writes. We can see this in fascinating detail he incorporates into the Los Angeles favela and its population rich with tattoos, futuristic logos, and policing robots. One of the most charming details from the film is Max's "parole officer"—an automated, prerecorded sentry with no personality resembling a character of the McDonald's variety.

"Essentially I'm making fun of the First World," Blomkamp remarks, which may be why Foster's character seems almost cartoonishly and inexplicably evil—a point that, for me anyway, was a frustrating quality about *Elysium*. And yet, taking the picture as a bloody satire, something more like *Total Recall* than *District 9*, the director's vision becomes clearer. Throughout the book, there's a sense that Blomkamp was simply having fun creating these diametrically opposed worlds and filling them with fascinating details. Every artist's rendering of robots, vehicles, hardware, weaponry, and futurist architecture has an almost cartoonish inspiration which will only help the somewhat disappointed viewer appreciate the film on an entirely different level. In fact, *Elysium: The Art of the Film* may be essential reading to readjust one's expectations of *Elysium* from a *District 9*-level sociological allegory to the living comic book it proves to be.

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Thanks to Titan Books for sending a review copy of the book. Order it from [Titan's website](#).

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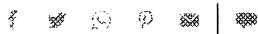


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## Jodie Foster reveals details about Neill Blomkamp's *Elysium*

By Joshua Winning April 27, 2011 News

"I don't even own a screenplay"



Jodie Foster has been doing the promotional rounds on *The Beaver* this week, which means the press have been attempting to milk her for details about new sci-fi *Elysium*.



The sophomore feature from *District 9* director Neill Blomkamp, the project is pretty much under lock and key, with only the basic plot (humans vs. aliens) being released.

Foster did, however, confirm that her character is the head of an alien planet: "Yes. I hope I'm allowed to say that. I think I'm allowed to say that. That's pretty vague."

Asked if there was anything else she could reveal about the much-anticipated movie, Foster added: "Those sci-fi movies are all really hush-hush. I don't even own a screenplay.

"They won't even give me a screenplay. I've read it, but they won't give me one to physically keep in my home 'cause they're so worried about everybody."

Finally, Foster revealed that the main reason she signed on to the film was because it was a chance to work with Blomkamp.

"Yes, definitely. He did *District 9*, which I think is as close to a perfect movie as you can get," she enthuses. "It's just an extraordinary film. And, this film has a lot of that social commentary in it, but uses sci-fi to get there. It's great."

*The Beaver* opens 17 June.

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## NEILL BLOMKAMP'S ALIEN 5 CONCEPT ART HAS STOLEN OUR HEARTS

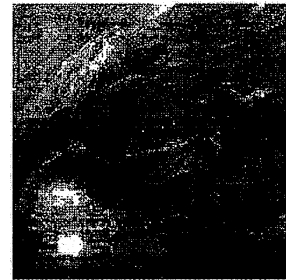
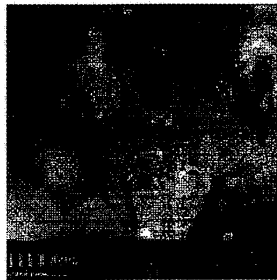
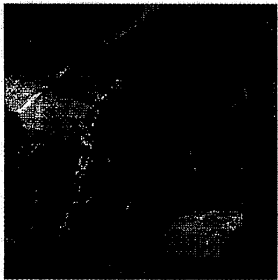
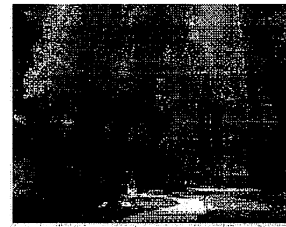


POSTED BY ERIC DIAZ ON JANUARY 2, 2015

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Did you know that 20th Century Fox was working on a fifth installment of the *Alien* franchise? Nope, I don't mean a sequel to *Prometheus* or another *Aliens Vs. Predator*, a mean a proper *Alien 5*, with Sigourney Weaver returning as Ellen Ripley, presumably fighting off xenomorphs again. Well, it seems that neither did they, but as recently as March of last year, director Neill Blomkamp (*District 9*, *Elysium*) was working on a new *Alien* film, possibly to pitch to the studio, as he just posted a ton of concept art for the movie via his Instagram account.



There are interesting ideas in these images, like Ripley wearing some kind of xenomorph style helmet, the derelict ship from Ridley Scott's original film being dissected in some kind of hangar bay, and Hicks, Michael Biehn's character from *Aliens*, alive and well. Does this mean Blomkamp's proposed movie was looking to just ignore *Alien 3* and *Alien: Resurrection*? Considering both of those films' reputations with fans, I doubt if many folks would mind if both of those films end up just being nightmares Ripley had while in cryo-sleep.

So what makes anyone think this *Alien* film will turn out any better than the last two? Well, for a few years Fox had a bad reputation of being a micro-managing studio, one that simply didn't know how to handle their biggest franchises properly. It was during this era that we got the last two lackluster *Alien* films, Tim Burton's lame attempt at a *Planet of the Apes* reboot, and *X-Men: The Last Stand/X-Men:Origins Wolverine*.

However, due to regime changes at the studio over the last few years, Fox has made a pretty big turnaround. *X-Men: First Class* and *Rise of the Planet of the Apes* were terrific films that gave those two franchise a creative shot in the arm, which resulted in last year's equally excellent *X-Men: Days of Future Past* and *Dawn of the Planet of the Apes*. Can Fox do the same creative turnaround with the *Alien* series? Outside of the *X-Men* and *Apes* movies, the *Alien* films are among Fox' most well known and profitable sci-fi franchises. It's not an IP they're going to let lay dormant forever, and there are worse choices to give it a proper revival than Neill Blomkamp.

## Screen Rant

You Are Reading: **Sigourney Weaver & James Cameron Praise Neill Blomkamp's Alien Sequel**

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## Sigourney Weaver & James Cameron Praise Neill Blomkamp's Alien Sequel

- By [Daniel Ricwulf](#)
- 07.23.2016
- [34 Comments](#)



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Director Neill Blomkamp's (*District 9*, *Chappie*) proposed *Alien* sequel may be one of the biggest will they/won't they teases in fandom right now. *Alien 3* decisively ended the journey of Nostromo survivor and xenomorph-slayer Lieutenant Ripley.

*Alien: Resurrection* managed to somehow continue that journey, postmortem.

Blomkamp's proposal will wipe out the timeline of those less-appreciated entries, picking up right after James Cameron's *Aliens*.

The story would see Sigourney Weaver's 'Ripley' return to Earth alongside her fellow survivors, the young girl 'Newt' and Corporal Hicks (Michael Biehn). The project was originally in active development by 20th Century Fox, only to be put on hold for original *Alien* director Ridley Scott's own franchise sequel: *Alien: Covenant*. But the movie's star is still talking up Blomkamp's ideas.

After rumors swirled that Scott's pseudo-prequel *Prometheus* was the reason for the delay, expected to tie that movie's story to the core series before adding a new chapter.

Weaver eventually confirmed as much: personally, explaining that Fox had delayed production – which “*was too bad because we would have already done it by now.*”

At San Diego Comic-Con 2016, Weaver spoke about her future in the franchise on the panel for *Aliens*' 30th anniversary:

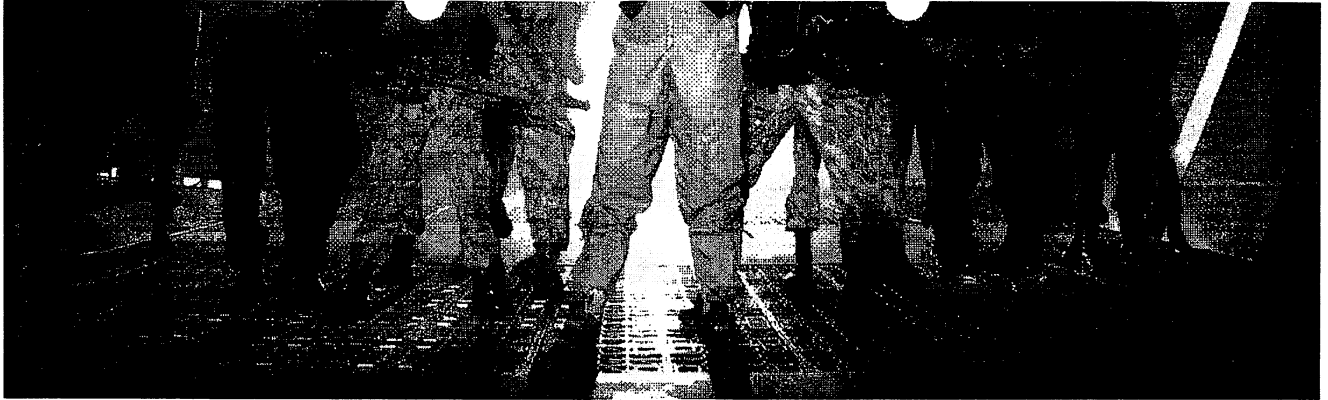
*“There is an incredible script by Neill. I didn't want to do a fifth one. I thought going to earth wouldn't be fun. I got this script that was amazing and gives fans everything they're looking for and innovates in ways that became part of the world for me. He has things to do and I have things to do. And I hope that we'll circle back around to do it once those things are done.”*



Director James Cameron (*Avatar*) then went on to throw in his two cents, saying that Blomkamp's is "a very strong script" and "works gangbusters." Continuing on, he stated:

*"I thought it was dumb [that Hicks and Newt were killed off]. I thought it was a huge slap in the face to the fans. I mean look, [David] Fincher's a friend of mine, and David is an amazing, amazing filmmaker, unquestionably. That was kind of his first big gig, and he was getting vectored around by the studio, and he dropped into the production late and they had a horrible script and they were rewriting it on the fly, and it was just a mess. I think it was a big mistake. So I certainly — had [producer Gale Anne Hurd and I] been involved, we would not have done that because we felt we earned something with the audience with those characters."*





Considering how much Blomkamp's films have borrowed from the style of *Aliens*, he seems like an obvious choice for a follow-up to that series (though some fans have been concerned about the diminishing returns of his filmography, not to mention the rewriting of the series timeline). While the second half of the *Alien* anthology is decidedly less popular, "erasing" their legacy strikes some as sacrilege. It's one thing to retell or reboot a story for a new generation, but using the same cast to "undo" two whole chapters is a bit too far for some. Then again, Weaver and Cameron seem to be excited about the opportunity the film brings, so maybe that's enough to keep an open mind.

Are you looking forward to Blomkamp's possible rewrite of *Alien* history, or is it better this film never sees the light of day? Let us know your thoughts in the comments section and stay tuned to Screen Rant for updates on the *Alien* series as they hit.

*Alien: Covenant* opens in U.S. theaters on August 4th, 2017. We'll continue to keep you updated on Neill Blomkamp's **untitled *Alien* sequel**.


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# RIDLEY SCOTT CLAIMS NEILL BLOMKAMP'S 'ALIEN 5' NEVER EVEN HAD A SCRIPT

MATTHEW MONAGLE 173 Days Ago

Neill Blomkamp

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In hindsight, it seems kind of odd that we had two directors competing to make movies in the same franchise. Back in 2015, director Neill Blomkamp sort of bull-rushed Hollywood by releasing concept art from the *Alien 5* sequel he had been working on for 20th Century Fox. This was despite the fact that Ridley Scott had already made *Prometheus* — a direct prequel to the events of the *Alien* universe — and was working on what would later become *Alien: Covenant*. After months of rumors and Blomkamp's promise to bring back a few beloved characters, the project petered out, and Scott emerged the sole proprietor of the *Alien* franchise.

And with *Alien: Covenant* set to hit theaters this summer, Scott is going pretty hard on his feelings about Blomkamp's

project. In an interview with French publication *Allocine* (via ScreenRant and Heroic Hollywood), Scott claimed that Blomkamp's film never even had a script to go along with its cool concept art:

“ I don't think it will ever see the light of day. There was never a script. Just an idea that evolved from a dozen or so pages. I had to participate as producer, but it didn't go farther because Fox decided it didn't want to do it. As far I was concerned, I had already done *Prometheus* and I was working on *Covenant*. ”

Of course, that's not what James Cameron — the *other* director to make an icon *Alien* movie—had to say about a possible *Alien 5* script. Back in 2016, Cameron claimed that Blomkamp had given him a copy of the script, even going so far as to say that it was “a very strong script, and he can go

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make it tomorrow." Cameron was even backed up by Sigourney Weaver, who spoke in-depth on several occasions about Blomkamp's "great" script. We seem to find ourselves in a bit of a "he said, she *and* he said" situation here.

All of which means one of two things: either Scott is right, and Cameron and Weaver were both a little too exuberant in describing Blomkamp's output as a "script," or Cameron and Weaver are right, and Scott is throwing some colossal shade on a filmmaker who he feels was encroaching on his territory. Or maybe they're all correct, and Blomkamp was very Machiavellian about what materials he showed and to whom? We've officially reached the point where I'd rather see a movie about the non-making of *Alien 5* than the film itself, because it sounds like more drama than any number of space monsters could provide.



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**'I LIKE TRUMP, SURE'**

## **Sean Hannity Gives Platform to Man Who Claims Hillary Is 'Evil,' Bisexual 'Secret Sex Freak'**

Before interviewing Mike Pence and Kellyanne Conway on Monday night, the Fox News personality had an 'EXCLUSIVE' interview with Jeff Rovin, a man with a shocking 'secret.'

BETSY WOODRUFF, ASAWIN SUEBSAENG 10.25.16 1:00 AM ET





On Monday night, unpaid Donald Trump adviser and current Fox News host Sean Hannity broadcasted his “EXCLUSIVE” interview with Jeff Rovin, novelist and self-identified “fixer” for Hillary and Bill Clinton. Rovin first told his story to supermarket tabloid the *National Enquirer* last week, opening up about his alleged past as a Clinton ally who would help the powerful couple manipulate the press and (also!) set up secret, extramarital sexual liaisons.

Hannity emphasized that Fox News could not “independently verify” Rovin’s story. He also noted that the Clinton presidential campaign—“shockingly”—did not respond to his team’s multiple requests seeking comment.

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“I was fixing [for the Clintons], I really don’t like that term, but there it is,” Rovin told Hannity. “I was fixing something for an actor who was in their inner circle.”

Hannity proceeded to gently and credulously ask Rovin about his explosive claims about working to kill negative Clinton stories in the press, and about the Clintons’ “open marriage” and how he’d “help them hide their scandals.”

Rovin, who said he wanted to appear on Hannity’s program to offer a “less hyperbolic” version of the *Enquirer* cover story, was awfully cagey for someone who was outing himself as a notorious Clinton “fixer.” He did assert that it was an “open secret” among his fellow Clintonite cohorts that Hillary Clinton had a romantic relationship with Vince Foster, the former White House aide who committed suicide and has since become a fascination of Clinton conspiracy theorists. Rovin said he’d been at the Clinton White House “twice.” He discussed how “the world is upside down [and] we have to set it right, again.”

He apparently identifies as a libertarian, who is ABSOLUTELY NOT doing this to help the Trump campaign. When pressed by Hannity on who he’d be voting for in November, Rovin demurred but conceded, “I like Trump, sure.”

...OK, there’s a lot to unpack here.

First, the *Enquirer* “bombshell,” of which Rovin was the star subject, is a “WORLD EXCLUSIVE 9-PAGE SPECIAL INVESTIGATION.” The story breathlessly details how the former secretary of State and first lady is a sex-crazed, “evil,” “polyamorous,” bisexual (or at least bi-curious), and “ruthless power-hungry” supervillain, one prolific in the dark arts of criminal conspiracy and character assassination aimed at Bill’s “bimbos.”

The *Enquirer* article is jam-packed with clandestine sex romps, mysterious death, prostitutes, “LIES AND SPIES,” and a woman (now the Democratic presidential nominee!) hell-bent on manipulating her sex-crazed self all the way to becoming leader of the free world.

Rovin—who was interviewed anonymously by the *Enquirer* and labeled Hillary’s “BAGMAN”—spilled his guts to the tabloid about the Clintons’ alleged sex-hypocrisy, detailing an “endless string of sexual stories arising from what effectively was the Clintons’ open, polyamorous marriage.”

“[Her fixer] arranged a lesbian romp for bisexual Hillary with a prominent Hollywood identity!” the *Enquirer* reported. “[He] squealed about a lusty rendezvous he arranged for Hillary that FINALLY proves the lesbian rumors that have dogged her for decades!”

“I arranged a meeting for Hillary and a woman in an exclusive Beverly Hills hotel,” he told the publication. “From the moment the Clintons found their feet in Los Angeles and began to meet the stars, they became addicted to power... It’s ironic their own scandalous truths are worthy of a movie script!”

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Rumors that Hillary is a lesbian murderer—or that Bill is a cocaine-addled deviant—have proliferated in fringe corners of the internet and right-wing circles for ages. Authors Robert Morrow, Edward Klein, and Trump’s longtime adviser and political ally Roger Stone have written books making outlandish claims about supposed Clinton drug habits, sexual preferences, and bloody, bloody history. (Trump himself suggested this month that Hillary was screwing around on former president Bill.)

Rovin has had a decently impressive career as a fiction writer. He has co-authored sci-fi novels with William Shatner and *X-Files* star Gillian Anderson. He took over Tom Clancy’s *Op-Center* novel series after the author died in 2013. And his Penguin Random House author page notes he is “a student of the martial arts”—much like Hannity himself.

Jeff Rovin also edited the *Weekly World News* tabloid for a time. As *The Atlantic* has noted, the publication “highlighted tabloid journalism’s thin line between fiction and nonfiction,” until its print edition folded in 2007. The tabloid pushed self-consciously outlandish stories,

like the classic “BAT CHILD ESCAPES!” It also had its fair share of Hillary Clinton-related tall tales.

“BILL CATCHES HILLARY WITH SPACE ALIEN!” blared one headline.

“HILLARY ADOPTS ALIEN BABY,” read a 1993 cover.

When Rovin started editing the publication, he stressed the importance of its coverage of space aliens.

“National, international, and even interplanetary events are being suppressed,” he wrote in an editor’s note on May 2, 2005. “Newspapers, television, and the internet are feeding us what dolphins call ‘meep... meepahh... marp’—Literally, lies as deep as the ocean.”

“When the government tries to cover up visits from space aliens and time travelers, we’ll be there,” Rovin continued. “(*Weekly World News* will even tell you what investments, if any, people from the future are making in the stock market. You won’t find that in *Forbes*!)”

The Trump campaign did not respond to The Daily Beast’s request for comment on whether Republican nominee sees any merit in this *Enquirer* story on his Democratic rival. However, the *Enquirer* (a Trump-endorsing tabloid long famous for printing unsubstantiated gossip and stories about space aliens and the Illuminati) and Hannity have become two of Trump’s most reliable allies in the media during this election—and sometimes in concert.

Hannity, for his part, has gone full-on conspiracy theorist during this presidential election, during which he has been doing everything in his power—including starring in an official Trump campaign ad—to get Trump elected president.

Earlier this year, when the *Enquirer* ran a baseless story suggesting that Ted Cruz’s dad, Rafael, was in New Orleans passing out pro-Castro pamphlets with Lee Harvey Oswald, President John F. Kennedy’s assassin, Trump widely promoted the “news,” and got his allies in the mainstream media, including Hannity, to help him in the effort.

When Trump went on Hannity’s radio show in May, the host allowed Trump to give more oxygen to the *Enquirer*’s supposed JFK-Cruz scoop.

At the time, when asked by The Daily Beast if Hannity would comment further—and if he felt not pushing back bolstered criticism that he is too deferential to the GOP nominee—the host



emailed back: “I was saying that photo was not verified.”

Asked if he believed the *Enquirer* is a reliable source, Hannity said, “If [you] want to interview me, contact Fox PR.” Hannity later emailed The Daily Beast, “So is the picture authentic or not? You don’t have a clue either. Lol.”

(Well, we do have a clue: Rafael Cruz did not play a role in JFK’s death, but Hannity and the *Enquirer* did their thing, regardless.)

And now Hannity is back at it again, elevating *National Enquirer* content, all in the service of targeting the Clintons and talking up Trump on national TV.

Hannity would not comment on the record for this story. Fox News public relations did not respond to emails seeking comment. The Clinton campaign similarly did not respond to The Daily Beast’s requests for comment, so *WHAT ARE THEY HIDING???*

Following the Rovin interview on Monday’s episode of *Hannity*, the Fox News personality interviewed Trump running mate Mike Pence and Team Trump campaign manager Kellyanne Conway, two highly respected figures within the Republican Party who spent their Monday-night airtime talking about how great Trump is. Neither uttered one word about Rovin, the *Enquirer*’s story, or Hillary Clinton’s alleged past as a villainous sex freak.

Why would they, when they have a supermarket tabloid and Fox News to do their work for them?

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from his regime. Certainly the president's tax proposals have been tailored to appeal to his billionaire friends more than the middle class. His health care reforms failed to prioritize those who feel threatened by loss of coverage, however much they gripe about the inanities of Obamacare.

Meanwhile promises that could help middle-America, like a massive infrastructure program, appear to be roadkill squashed beneath Trump's staggering ineptitude and his Republican Party's dysfunction.

There is no chance he will succeed in convincing voters he's making America great again, let alone in actually doing so, if he cannot address the reasons why companies desert our towns and cities for all but elite functions, leaving so much of America in tatters.

### **A Failed Peasant's Revolt**

In its incoherence and lack of organization, Trump's victory less resembled a modern social movement than a peasant's revolt from the Middle Ages. His campaign lacked a coherent program, although its messenger, a New York narcissist, possessed a sixth sense that people "out there" were angry. Trump's message was negative largely because he had nothing positive to say, though that had the useful effect of driving his enemies slightly insane.

So while he's succeeded in stirring the blue hornet's nest, he's created no productive movement. Successful social movements—the Jacksonians, the New Dealers, the Reaganites, and the European social democrats—directly appealed to the working class with policies that for better or worse, challenged the existing social and economic hierarchy.

Trump, like Jackson, identified with the plight of the "left behind" America, notably rural areas and small towns that have seen their business communities shrink, while larger metropolitan areas have grown much faster. The new economic order, evident throughout the Obama era, represents what urban analyst Aaron Ren describes as "the decoupling of success in America. Those who are succeeding in America no longer need the overall prosperity of the country to personally do well. They can become enriched as a small, albeit sizable, minority."

Trump brilliantly played off this geographic and class segmentation. But unlike others who successfully played populist themes, Trump did not emerge from and understand the



mindset of those further down the social order, as did Jackson, Lincoln, Truman, Reagan, Nixon, and Bill Clinton. Trump simply stoked resentments, many but not all well-justified.

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Trump has taken few concrete steps to address the causes of his supporters' distress.

Changes in trade negotiations and jawboning corporations are good first steps but limited in their effect. There is little in what he's proposed since January that would help the middle and working class. Unlike Reagan, who cut rates across the board, Trump seems to be listening mostly to the Goldman Sachs grantees to whom he has entrusted our economy.

In the end Trump's modern-day peasants will be left stranded like the supporters of European peasant rebellions of the European middle ages, like England's Jack Cade in the 15th century, or the Taiping rebels in mid-19th century China. These movements grew bright, stormed across the countryside, and conquered cities, until the forces of order imposed themselves and eliminated the most rebellious of their subjects. Hong Xiuquan, the leader of the Taiping, committed suicide in 1864, as the 14-year rebellion failed. Cade, of course, was killed, as recounted in Shakespeare's Henry the 6th, still proud of his "unconquered soul" but nevertheless despised by the ruling classes.

## The Revenge of the Clerisy

Trump, of course, won't end up executed, but simply excommunicated from polite society. He will creep back to his Manhattan keep, surrounded by gold and glitter, celebrated by as many retainers as he can afford. The same, however, cannot be said for those who rallied to his cause in the thus-far unrealized hopes that we could protect them from the cognoscenti's plans to refashion, and largely diminish, ordinary American's daily lives and economic prospects.

Trump's faltering rebellion has been manna from heaven for the same swamp people—in both parties—who have been steering our democratic republic toward feudalism for a generation. Their ideology, notes author Michael Lind, sees themselves as a deserving meritocracy rather than a reflection of the persistence of social class.

In the end, Trump may succeed in doing something that, a few months ago, would have seemed impossible. He has elevated the very people who concocted policies, from “free trade” to open borders to the wars of the Middle East and Obamacare, that alienated millions of Americans. He has woken up the entire apparatus, from the CIA and FBI to the State Department and the EPA, who now send their insider effluence to the remaining journalists who consider bringing down the president as the new crusade.

It is not too much of an exaggeration that the media is now a fundamental part of progressive clerisy. According to the Center for Public Integrity, 96 percent of all media outlet donations went to Hillary Clinton last year. This process has been accelerated by the shift of media to an ever smaller, and ever more blue series of cities. More than half of all journalism jobs are now in cities which Clinton won by over 30 points; in 2008 they had less than a third.

This may explain why celebrating and even being participants in the “deep state resistance”—which would seem to be contrary to traditional liberal views about popular sovereignty—has become a critical part of the media messaging. Yet, particularly after Trump, the clerisy no longer feels it needs to contain its contempt for the population. One does not have to be a Trump supporter to see the long-term dangers to democratic governance from over-empowered civil servants openly contemptuous of voters and the people they vote for.

Over the next few years, Trump's failure will elevate these “experts” who, in the anti-expert Trump, have found a perfect foil. Every time the president, or his minions, say something stupid (which is often), the talking heads and academics can harrumph about how the country should be run by Ph.D.s and J.D.s who, they feel, should direct rule on the unruly masses from above. To combat them, Trump lacks the eloquence of a Reagan, or the ferocity of a Jackson.

### **Oligarchs Restored**

The notion of “Making America Great Again” had its flaws, but appealed to people who hoped to see middle-class jobs return to the country. It energized the suburbs and small

cities who now find themselves led by an incompetent leader who appears to have used them, like patrons of a casino. Lured by an image of glamour they will find their wallets lightened rather than their spirits lifted.

The big winners long-term as Trump fails to deliver will be the country's emergent tech oligarchy. Allied with the clerisy, and with an expanding, soon to be dominant, role in the media, they will create the conditions and define the future culture. Hollywood and Wall Street will be partners, but the nerds of the Valley will rule the economy.

To be sure automation and digitization brings many benefits, but Silicon Valley firms have secured advantage for reasons beyond being technically adept. Firms like Apple pay little in the way of taxes (thanks as much to Republicans as Democrats), and companies like Google manage to avoid anti-trust action. The rules are different for the oligarchs; they can afford to raise money without making a profit, as was the case of Amazon, Uber, and others. The shop on Main Street, or the store owner in the strip mall, enjoy no such advantage.

It is almost impossible to overestimate the power of these corporations. Apple alone for example has more cash on hand than the total reserves of both the United Kingdom and Canada. Four of the world's richest people come from either the Seattle or Silicon Valley tech community. More important for the future, techno-nerds account for the most of 23 American billionaires under 40; 12 live in San Francisco, the de facto blue capital, alone.

The triumph of the oligarchs may spell the end of America as we have known it. Increasingly the core functions—and the big rewards—are concentrated in fewer hands and in fewer places. The distress being felt in rural areas and second-tier cities has its roots in globalization which, as Chicago sociologist Richard Longworth suggested two decades ago, undermines the industrial and routine business functions while boosting the already fantastic wealth of top echelon of executives, and those who serve them.

To keep the voters and the people they vote for at bay, the oligarchs will make common cause with the social justice warriors (as we saw during the election) and the greens to confine and control the terms of our national conversation as they work to expand and enforce a neo-feudal order.

The hoi polloi? They will get a stipend from the wealth generated by the oligarchs like Mark Zuckerberg. Likely not enough to start a business or own a home, but good enough to stave

off homelessness or starvation. Silicon Valley and its media tools will forge a generation plugged into its phone but that owns little, and spends its limited capital on media, gadgets, and other idle pursuits. Americans will become more like a nature of serfs, their daily bread dependent on the kindness of their betters, their iPhone serving as both the new confessional and ephemeral town square.

This is precisely the America that Trump's supporters sought to prevent, but may soon be stuck with. Not because the middle and working class has failed, but because Trump, due to his dysfunctional ways and inborn class biases, has betrayed the very people who put him in office.

Politics Entertainment World News Drink and Food Arts and Culture U.S. News Tech  
 World News Entertainment News Food and Drink Arts and Culture U.S. News Tech  
 World News Entertainment News Food and Drink Arts and Culture U.S. News Tech

# **Exhibit**

# **GG**

# WORLD EXCLUSIVE! Confession: Is Of A Clinton Bagman — In His Own Words

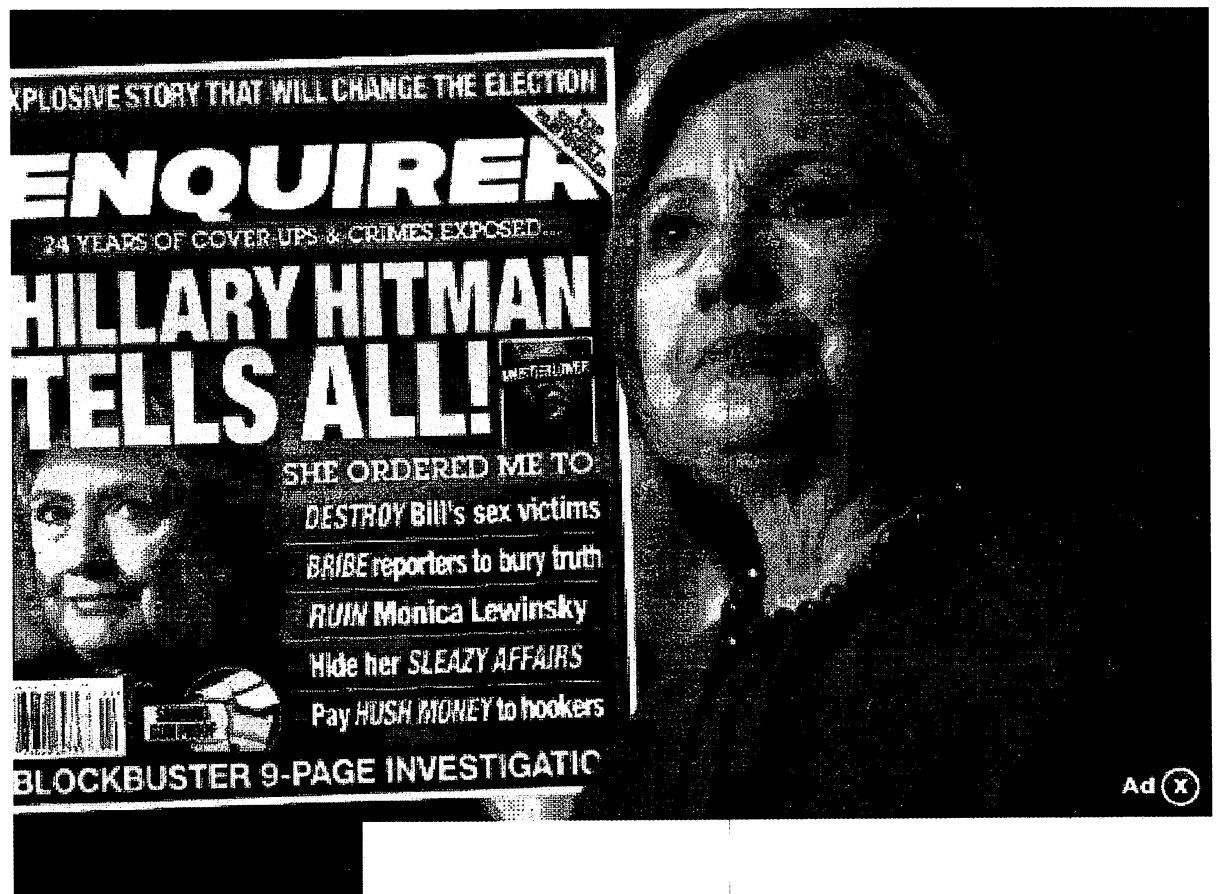
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'Why I'm coming forward now!'



By National ENQUIRER Staff

Oct 19, 2016 @ 7:54AM



Ad X



reporter for several national magazines and newspapers. Because of my go-to relationship with stars, publicists and the press I became the “fixer”: someone who helps stars keep embarrassing stories off the press. I helped keep secrets safe for some of Hollywood’s leading men.

In 1991, my reputation was such that I was asked to work on behalf of a fast-rising figure on the national stage: Arkansas Gov. William Jefferson Clinton. I attended a meeting in Hollywood where I was told by an intermediary: “There will be a lot of stories coming out in the tabloid press. We want them buried.”

I was informed that these stories would involve rumors of Bill Clinton’s many sexual dalliances and an alleged ongoing affair of Hillary Clinton with a male member of her law firm, Vince Foster, as well as a female mover-and-shaker in Hollywood.

#### Trending Articles





### Clinton's Smear Campaign

For a ret of \$4,000 a month — paid by a third party, not the  
campaig was told to keep these stories hush-hush in one of  
two way rading access to the Clintons for “positive”  
interview oy paying the reporters.

The payi SHARE were always cash, usually delivered in a movie  
theater or restaurant on Sunset Boulevard, and came in two  
denominations: \$100 for a heads-up that a bad story was coming;  
or considerably more to kill the piece.

It did not appear that the job would be terribly time-consuming:  
After all, Hillary reportedly had just one lover, and Bill's girlfriends  
were all in the past.

### PHOTOS: Hillary's Lies EXPOSED! Clinton's Top 5 Debate Whoppers

Not so. The sexual dalliances were ongoing — and so my  
communications with the West Wing, Air Force One and Camp  
David continued through 1998 — a stunning length of time when  
one considers that both the president and the first lady were  
supposed to be devoting their full energies to the business of the  
people of the United States!

The gravest example of a Clintonian lack of judgment occurred in  
March 1994. Presidential brother Roger Clinton was marrying his  
eight-months-pregnant bride Molly. There was a bachelor party.

involving Bill Clinton.

Arranged for a meeting between Bill and a 26-year-old  
brunette discussed when the president was to arrive in  
Dallas for ceremony.

PHOTOS: Bill Leak Exposes Hillary's Sick Obsession With  
Anthony Weiner Sexting Scandal

The tape recording was offered, for sale, to *The National ENQUIRER*. Before the publication and its then-editor could publish a transcript, I swooped in and negotiated for the White House to give this paper exclusive access to the ceremony itself. Not even *The Washington Post* or *The New York Times* had that. *The ENQUIRER* was given leave to publish exclusive White House photographs.

At the reception, while Bill Clinton sang with the piano player, Hillary was introduced to *The ENQUIRER* reporter. Her expression fierce, voice tight, she took and tightly held the reporter's hand and demanded, "Are we done now?" The reporter replied, "Madam First Lady, with this incident, yes."

Of course, we were not done. This was one of many in an endless string of sexual stories arising from what effectively was the Clintons' open, polyamorous marriage.

PHOTOS: Leaked Emails Detail Hillary Clinton's Desperate Health Crisis Cover-Ups

Clinton had become an elder statesman with heart trouble and Hillary C seemed to be focused, at last, on the business of doing her — for better or for worse.

I am coming forward now because of the endless attention the alleged indiscretions of Donald Trump have received. Nothing I have heard comes close to the sexual and moral corruption of the Clintons. SHARE ny of which have yet to be revealed.

Predictably, the liberal media is focusing on one man's alleged misdeeds and ignoring another's proven sins.

PHOTOS: Always On Call — Hillary Clinton Exposed As Demanding Boss From Hell!

I mention some of these here and now because we have only two serious candidates for the presidency. In the few weeks remaining until the election, we should not be weighing whose corruption is worse (the Clintons win by a landslide, if all were to be told), but who has the best ideas and leadership skills to become president of the United States.

Bill Clinton Hillary Clinton

## COMMENTS

# **Exhibit**

# **HH**

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ORIGINAL  
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JUN 12 2014

RICHARD W. WIEKING  
CLERK OF DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND

Pro Se Plaintiff

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA (OAKLAND)

STEVE WILSON BRIGGS

CASE NO: CV 13 4679 PJH  
Judge: Honorable Phyllis J. Hamilton

Plaintiff

vs.

**NOTICE OF MOTION AND MOTION  
TO DISQUALIFY EXPERT REPORT OF  
JEFF ROVIN; MEMORANDUM OF  
POINTS AND AUTHORITIES IN  
SUPPORT THEREOF**

NEILL BOMKAMP, SONY PICTURES ENT., INC.,  
TRISTAR PICTURES, INC., MEDIA RIGHTS  
CAPITAL II, L.P., and QED INTERNATIONAL

Defendants

Date: July 23<sup>rd</sup>, 2014  
Time: 9:00 a.m.  
Courtroom: 3  
Judge: Hon. Phyllis J. Hamilton

**PLAINTIFF'S MOTION TO DISQUALIFY EXPERT REPORT OF JEFF ROVIN**

**PLEASE TAKE NOTICE** on July 23<sup>rd</sup>, 2014, or as soon thereafter as the matter may be heard, Plaintiff, Steve Wilson Briggs, moves this Court for action in the courtroom of the Honorable Phyllis J. Hamilton, Oakland Courthouse, 3rd Floor, 1301 Clay Street, Oakland, CA.  
**SCEDULING NOTE:** Plaintiff will be out-of-state for his son's HS graduation 6/18/14 to 6/28/14.

**Statement of Purpose.** This motion will be based on the Memorandum Of Points And Authorities, and the Proposed Order filed herewith, moving the Court to Disqualify the Defendants' expert witness, Jeff Rovin, and his report (Expert Report Of Jeff Rovin). The Court has this remedial authority under F.R.C.P. Rule 11, and the Inherent Powers Doctrine. Plaintiff seeks this intervention due to:

- 1) Unconscionably false and fraudulent statements found in Rovin's report, which were NOT

provided in good faith. Rather, they were dishonestly provided to serve the Defendants. Rovin's shameless dishonesty includes altering the works of, misquoting and distorting other authors—even falsely referencing his own work. Plaintiff believes the first cited example of Fraud On the Court (page 3, under heading "Example I") should be grounds for witness disqualification alone, as the act amounts to Mr. Rovin fabricating evidence purporting to substantiate his claims against Plaintiff's.

- 2) Rovin's report is entirely premised on 9 false citations and fragmentations of Plaintiff copyright claims ("fragmentations" meaning: extractions of small portions of the much larger, complex collection of ideas Plaintiff presented in his Amended Complaint claims).

**NOTE 1: The copyrightability of detailed plots is established and upheld by cases such as: Sheldon v. Metro-Goldwyn Pictures Corp., 81 F.2d 49 (2d Cir. 1936); Nichols v. Universal Pictures; 45 F.2d 119 (2d Cir.1930), cert denied 282 U.S. 902 (1931); Metcalf v. Bochco, 294 F.3d 1069; Atari Games Corp. v. Oman, 979 F. (2d) 242 (Cir DC 1992)**

**NOTE 2: Ideas are not copyrightable. However, collections of ideas: plot, settings, themes, etc., are. Thus, the idea of a "robot" is not copyrightable—but a gold-plated, man-shaped robot with a British accent is copyrightable (George Lucas's C3PO). By combining ideas unique expressions are born. In his Amended Complaint, Plaintiff showed collections of ideas, events, settings, themes, etc., as his copyright. Rovin dismantled Plaintiff's claims into non-copyrightable fragments**

- 3) Mr. Rovin provided false statements and false citations of other works throughout his report.  
4) Mr. Rovin is NOT a copyright expert, and is unqualified to opine as such.  
5) Mr. Rovin misstated and inflated his qualifications, and is undereducated as an "expert".

### **MEMORANDUM OF POINTS AND AUTHORITIES**

This motion to disqualify the Expert Report Of Jeff Rovin (and the expert" himself) is based on facts and evidence that in his report, Mr. Rovin: 1) engaged in extreme and persistent dishonesty to the Court; 2) altered, fragmented and mischaracterized Plaintiff's copyright claims; 3) provided very false, unreliable citations; 4) Mr. Rovin is not a copyright expert; 5) Mr. Rovin inflated his qualifications and is undereducated; 6) his lack of copyright qualifications led him to many ill-informed claims (particularly those concerning scènes à faire).

### **FRAUDULENT, DISHONEST AND INACCURATE CONTENT OF ROVIN REPORT**

What follows are but a few of Mr. Rovin's many fraudulent statements in his report.

#### **EXAMPLE I**

1 On page 47, paragraph 1 of his report, Mr. Rovin shamelessly lies to the court as he “quotes”  
 2 Murray Leinster’s *Space Platform*. Rovin writes: “The platform was guarded like no object in  
 3 history had ever been guarded... But the greatest irony of all was that (it’s proponents) would in  
 4 time become rich beyond envy.”

5 **IN TRUTH:** this is a shockingly fraudulent statement. In quoting Leinster, Rovin inserts the  
 6 parenthetic phrase “it’s proponents” for a seemingly harmless omission, then continues the  
 7 quotation, as if he’s simply chosen a different pronoun. **But, in fact, Mr. Rovin had removed 42**  
 8 **words and an entire paragraph.**

9 **The 42 words Rovin has removed are 180 degrees the opposite of what Mr. Rovin**  
 10 **suggests, and have nothing to do with any proponents. The actual words Rovin removed read:**  
 11 “...its most probable immediate usefulness would be the help it would give in making nuclear  
 12 experiments that weren’t safe enough to make on Earth. That was the pure irony. Because if those  
 13 experiment were successful, they could mean that everybody in the world...” This is where Rovin  
 14 cuts back to his falsified point. But Leinster’s final sentence should have have read: “Because if  
 15 those experiment were successful, they could mean that everybody in the world in time would  
 16 become rich beyond envy.” [EXHIBIT A, pp 131, 132]

17 Leinster words showed hope that our future in space would make everyone rich beyond  
 18 envy. But for personal gain, and the gain of the Defendants, Rovin lied and altered Leinster’s work,  
 19 replacing Leinster’s optimism with cynicism –to make Leinster’s work seem more like Plaintiff’s.

#### 20 EXAMPLE II

21 In his report, Rovin’s false statements are so widespread, at times, he doesn’t even realize  
 22 when he’s plainly contradicting his other false statements, Compare EXAMPLE (A) and (B):

23 **EXAMPLE (A):** on page 45, paragraph 1 of his report, Mr. Rovin suggests getting to  
 24 Uberopolis is easy for Plaintiff’s hero, Arlo. Rovin writes: “Plaintiff’s hero, Arlo, easily passes  
 25 through customs and onto a shuttle to get to Uberopolis.”

26 **EXAMPLE (B):** six pages later, Mr. Rovin says the exact opposite, admitting Arlo needed  
 27 to SNEAK to Uberopolis and use FAKE IDs. Page 51, paragraph 2, of his report, concerning  
 28 Plaintiff’s *Butterfly Driver*, Rovin writes: “While the hero Arlo does need fake I.D. to sneak on to



1 Uberopolis, that is only because he is a fugitive.”

2 EXAMPLE III

3 On page 46, paragraph 4 of Rovin’s report, Rovin writes: “Murray Leinster’s *Space*  
4 *Platform* (1953) presented the core elements that the plaintiff claims as proprietary – a space  
5 station that is resented by those who are not aboard, a base that not only represents wealth but is a  
6 fortified sanctuary removed from the threat of war hanging over the Earth.” (\*ignoring the fact that  
7 I, Plaintiff, never made this proprietary claim).

8 **IN TRUTH: Mr. Rovin’s statement is simply astonishing. In Leinster’s *Space Platform***  
9 **there is no “space station” that Rovin speaks of. There is no “base that represents wealth,”**  
10 **which Rovin invents. Period.**

11 Leinster’s *Space Platform* is a sci-fi/adventure/mystery about a platform that is being built  
12 on a U.S. military base, on Earth. When the platform is completed it is going to be transported into  
13 space by rockets, to be the foundation of a future space station. **All of the action takes place on**  
14 **Earth. In the final 5 pages the platform is rocketed into space, as hero, Joe, and his friends**  
15 **watch from Earth. At no point in the story was the Platform ever manned. At no point was**  
16 **the platform ever a space station” that was “resented by those who are not aboard” (as Rovin**  
17 **invented) , since the platform is unmanned. Nor did the U.S. military base “represent**  
18 **wealth...” as Rovin claimed.**

19 EXAMPLE IV

20 Another of Rovin’s inventions comes when Rovin just declares that my (Plaintiff)  
21 genetically reprogrammed villain, “Drexler”, is NOT genetically reprogrammed at all –which is  
22 false, of course. Rovin either didn’t understand the screenplay, or just chose to misstate it. Rovin  
23 states Plaintiff’s villain only “...looks younger than he claims to be only as a secondary bi-product  
24 of this subterfuge.” (p 72, para 1). Beyond his deceit, Plaintiff hopes the Court is also offended by  
25 Mr. Rovin’s quote, which is plainly intended to confuse, as it contextually meaningless.

26 **IN TRUTH: How Rovin arrives at this errant conclusion defies logic –particularly**  
27 **when one considers, even if we took away the fact that Plaintiff’s “Drexler” looks half his age,**  
28 **Drexler is still immensely strong (from the reprogramming). Additionally, the character Jerry**

1 **Matthiessen confirms Drexler (Midland's) DNA had been reprogrammed in a DNA analysis**  
 2 **(p 90, Butterfly Driver). And as Drexler prepares to kill Arlo, he reaffirms his genetic**  
 3 **reprogramming when he plainly states, "I'm immortal." [page 99, Butterfly Driver]**

#### 4 EXAMPLE V

5 Mr. Rovin writes (on page 38 of his report, para 2): "In another example of separating rich  
 6 from poor, the 2004 comic book Ministry of Space was set on a space station where blue collar  
 7 people of color were segregated from white citizens."

8 **IN TRUTH: *Ministry of Space* was set primarily on Earth, with a few short excursion**  
 9 **into space, primarily in rockets, but also to a lunar station and two quick excursions to space**  
 10 **stations –but it was not set on a space station as Mr. Rovin dishonestly declares.**

11 **The insert picture Rovin uses to reinforce his point (p. 38 of his report) was taken from**  
 12 **the last page and last panel of the comic. But Mr. Rovin has meticulously cut out the word**  
 13 **"END" from his insert photo. This, so the Court wouldn't see he had taken the photo from the**  
 14 **last page, last panel. He did this because he had falsely suggested the Space Station was the**  
 15 **comic's primary setting, and using an insert from the last page, last panel would raise doubt about**  
 16 **that false claim. But as seen in [Exhibit B] a side by side comparison of the panel from the actual**  
 17 **graphic novel (top) and Rovin's insert (bottom), Rovin has cut the word "END".**

#### 18 EXAMPLE VI

19 Mr. Rovin cites his own work FOUR times in his report (page 19, 38, 48, 58). The most  
 20 surprising of these self-citations occurs on page 58 of his report, when Mr. Rovin gives a false  
 21 account of his book, "*The Transgalactic Guide to Solar System M-17*"—an extremely hard to find  
 22 book, which ran only one printing, in 1981, on Perigee Books.

23 Page 58, para 1 of his report (concerning his book) Rovin writes: "For my own science  
 24 fiction, *The Transgalactic Guide to Solar System M-17*, I created an exclusive space settlement that  
 25 offers royal accommodations with advanced medical facilities for those who can afford them..."

26 **IN TRUTH: Mr. Rovin calls his swan-shaped spaceship "exclusive", to make Plaintiff's**  
 27 **satellite city for the rich seem less unique. But Mr. Rovin's own description, from his book,**  
 28 **confirms Rovin has mislead the Court, as his space swan is NOT exclusive. On page 28, para**

1 **4, Rovin writes:** “Space is for everyone. And Transgalactic works hard to make it as accessible  
 2 as a trip to any city, park, resort, of your home world.” [Exhibit C]. In the next paragraph  
 3 (pp 28, 29, Exhibit C) Rovin shows the “Swan” is so unexclusive that only by committing a  
 4 crime is one’s access restricted. Rovin writes: “MasterPass cards will not be issued to anyone  
 5 who, within the previous three years, has been convicted of a crime involving artificial aging or a  
 6 fine exceeding twenty-five Standards.”

#### 7 EXAMPLE VII

8 Under the heading “A Hero Prone To Excruciating Headaches” (p 63-68) Rovin cites five  
 9 works (all having no resemblance to the Plaintiff’s works, as the headaches are not recurring  
 10 headaches originating in the hero’s own head). In three of Rovin’s examples the headaches are  
 11 caused by external forces (a “disembodied brain”, “telepathic mutants”, and “anti-radiation shots”);  
 12 the other two headache examples occur only once –and are not recurring affliction headaches.

13 But the issue here occurs on Page 66, para 1, where Rovin writes: “The comic book Warp  
 14 (1983) is about an ordinary Earthman who is about to become a space hero (on a space habitat) and  
 15 who suffers crushing headaches.” Mr. Rovin also provides an insert image of page 4 of the first  
 16 issues of the comic series in which the character is having a terrible headache.

17 **IN TRUTH: The comic Warp only ran 19 issues. Over the course of all 19 issues the**  
 18 **main character, David Carson, has only one headache which occurs in the first issues (page 4-**  
 19 **7) –although Rovin claimed this character suffers “headaches” –plural.**

#### 20 VIII

21 I will spare the Court the tedium of citing each of Rovin’s many other false statements or  
 22 dishonest manipulations of language. But the following few brief “for instances” are provided to  
 23 confirm that many more examples abound in Rovin’s report.

24 A) Rovin uses the inventive terminology “*stratospheric*” *utopian city* (p. 32) then  
 25 “*stratospheric*” *habitat* (p.39) concerning two works that feature cities that float in the  
 26 atmosphere a few hundred or thousand feet about their planets. Rovin omits the term  
 “floating” and uses the term “stratospheric” hoping to induce the Court to conceive these  
 cities as possibly orbiting in space (which they are not) much as Plaintiff’s satellite.

27 **IN TRUTH:** the most galling aspect of Rovin’s deceitful language is BOTH of Rovin’s  
 28 examples show cities floating in fluffy clouds; yet, on Earth, clouds are found in the  
 troposphere –not the stratosphere, as the stratosphere is too high.

1 B) Under the heading “The Satellite Serves as a Refuge For The Rich,” (p 32, para 2) Mr.  
2 Rovin observes that Christopher Stasheff’s novel *A Wizard in Bedlam* “features ‘a  
3 successful planetary colony –for the very rich.’”

4 **IN TRUTH:** Stasheff’s *Wizard in Bedlam* was not about a space colony for the rich; it’s  
5 about a colony established by the disenfranchised “...people who were sick and tired of  
6 not being able to have things their own way” (p 19). Further the colony was set on a  
7 large planet –not a satellite or a space station, as Rovin’s heading requires.

8 C) Under the heading “The Satellite Serves as a Refuge For The Rich,” (p 30, para 3):  
9 “...the space station is exclusively inhabited by the rich...” Mr. Rovin wrote,  
10 commenting on Jack Vance’s short story *Abercrombie Station*.

11 **IN TRUTH:** Abercrombie Station is not exclusively inhabited by the rich. In the short,  
12 Abercrombie Station is one of about 10 space station vacation resorts orbiting Earth.  
13 What makes Abercrombie Station unique is that it was a space resort for people who had  
14 stayed in space too long and had become obese and were attracted to other obese people.  
15 Wealth is not a requirement, corpulence is.

16 D) Mr. Rovin writes about Plaintiff’s screenplay: “By contrast, in Plaintiff’s screenplay,  
17 citizens enjoy ‘100 percent employment’ and ‘almost no crime’”. (p. 16, para 2)

18 **IN TRUTH:** in Plaintiff’s screenplay 65-95% of the world lives in impoverished  
19 “zones” (percentage varies depending on the script version). Only in the rich “State”  
20 areas do people enjoy 100% employment. In the poor “zones”, children beg in the  
21 streets; the government routinely dumps its undesirables in these “zones”, and kill  
22 masses of prisoners. All of this was shown, repeatedly, in Plaintiff’s script.

## 23 **ROVIN REPORT PREMISED ON FALSELY CITING, ALTERING & FRAGMENTING** 24 **PLAINTIFF COPYRIGHT CLAIMS**

25 Ideas are not copyrightable –but collections of ideas, or “expressions”, are copyrightable.

26 For each of the Plaintiff’s copyright claims Plaintiff detailed the unique aggregations of attributes  
27 that made his collection of ideas and features a copyrightable expressions.

28 Mr. Rovin divides his report into these 9 sections (\*Rovin’s sections headings mocks  
29 Plaintiff claim language, but have been altered to suit the Defendants’ objectives).

- 30 1) A Dystopian Earth With Income Inequalities;
- 31 2) A Satellite Orbiting Earth;
- 32 3) The Satellite Serves as a Refuge For The Rich;
- 33 4) Special Identification For Entering The Satellite;
- 34 5) Disparate Medical Resources On Earth And On The Satellite;
- 35 6) The Protagonist Who Must travel To The satellite World For Medicine;
- 36 7) A Hero Prone To Excruciating Headaches;
- 37 8) A “Keepsake” Necklace;
- 38 9) A Genetically Reprogrammed Villain.

39 **IN TRUTH:** Rovin’s “sections” address simple ideas which have nothing to do with the  
40 complex, copyrightable aggregations Plaintiff claimed as his copyright in his Amended

1 **Complaint. Thus, all the content in these nine sections (effectively the entire report) should be**  
 2 **disqualified as INCOMPLETE and TAKEN OUT OF CONTEXT.**

3 **FALSE, INADMISSABLE CONTENT CITED THROUGHOUT ROVIN'S REPORT:**

4 Several of Rovin's cited works are not just wrongly cited, they are **NOT PRIOR WORKS**.  
 5 On page 42 Mr. Rovin cites the film WALL-E (2008) and the video game Mass Effect (November  
 6 2007). The first four existing drafts of the Plaintiff's screenplay were completed three years prior, in  
 7 2005, and the final draft was completed August 2007 –all well before the release of *WALL-E* or  
 8 *Mass Effect* –making these citations inadmissible.

9 **UNQUALIFIED "EXPERT" ROVIN MISINFORMS COURT OF SCÈNES À FAIRE**

10 Mr. Rovin provided wildly unfounded opinions concerning scènes à faire. These errant  
 11 assertions were provided in bad faith (as an employee of the Defendants), or because he is not a  
 12 copyright expert and is unqualified and ill-informed to opine in this arena, as he seems to have little  
 13 grasp of the concept of "scènes à faire".

14 Scènes à faire are simple, general scenes that one would expect to see in a film of a  
 15 particular genre. In a western, one would expect to see general scenes of cowboys riding on the  
 16 range, maybe a bar fight, or maybe a gunfight. In a science fiction genre film (set in space) you  
 17 might expect to see nifty spaceships and rockets; or in an Earth-based sci-fi genre film one might  
 18 expect to see interesting flying vehicles in an ultra-modern cityscape. General. Nothing specific.

19 While Merriam-Webster's defines *scènes à faire* as "obligatory scenes", Wikipedia provides  
 20 a more thorough, accurate and appropriate copyright definition/explanation of "scènes à faire":

21 *Scène à faire* (French for "scene to be made" or "scene that must be done"; plural: *scènes à*  
 22 *faire*) is a scene in a book or film which is almost obligatory for a genre of its type. In the  
 23 U.S. it also refers to a principle in copyright law in which certain elements of a creative  
 24 work are held to be not protected when they are mandated by or customary to the genre.

25 For example, a spy novel is expected to contain elements such as numbered Swiss  
 26 bank accounts, a femme fatale, and various spy gadgets hidden in wristwatches, belts, shoes,  
 27 and other personal effects. These elements are not protected by copyright, though specific  
 28 sequences and compositions of them can be.

-Wikipedia:

26 Rovin dismantled small pieces of Plaintiff's massive claims, then wildly assured the Court  
 27 the new, bite-sized aspects were scènes à faire. But In both instance Rovin was wrong and absurd.

28 **Example 1: page 46, line 15, Rovin claims as scènes à faire the "idea of people trying to**



1 **sneak onto a space habitat” –which is also exclusively for the rich.**

2 IN TRUTH: Rovin’s example (concerning Plaintiff’s work) is a very specific plot structure,  
3 and not at all scènes à faire, as no reasonable person would expect that a typical sci-fi film contain a  
4 scene in which people attempt to sneak onto a space habitat for the rich.

5 **Example 2: page 73 line 6, Rovin states plainly: “Any elements the works of Plaintiff**  
6 **and Defendants happen to share are scènes à faire...”**

7 **IN TRUTH:** Mr. Rovin’s statement is absurd. I, Plaintiff, alleged dozens and dozens of  
8 instances of infringement in the Amended Complaint. Most of these claims are composite, complex  
9 claims involving specific plot structures, character details, etc. All of which, BY DEFINITION, are  
10 not scènes à faire. Yet, Rovin brazenly instructs the Court that all of these claims are scènes à faire.

11 Let’s ignore Plaintiff’s complex and countless copyright claims and focus just on the nine  
12 simple aspects Rovin extricated and modified, which are: 1) A Dystopian Earth With Income  
13 Inequalities; 2) A Satellite Orbiting Earth; 3) The Satellite Serves as a Refuge For The Rich; 4)  
14 Special Identification For Entering The Satellite; 5) Disparate Medical Resources On Earth And On  
15 The Satellite; 6) The Protagonist Who Must travel To The Satellite World For Medicine; 7) A Hero  
16 Prone To Excruciating Headaches; 8) A “Keepsake” Necklace; and 9) A Genetically  
17 Reprogrammed Villain. Once the definition of scènes à faire is understood, we see that NONE of  
18 Mr. Rovin’s nine section headings are scènes à faire, as Rovin claimed –as no reasonable person  
19 would expect to find any of those aspects in the typical science fiction film –as they are not general  
20 “scenes”, they are specific plot structures that would alter or dictate a film’s entire plot.

## 21 **MR. ROVIN’S LACK OF QUALIFICATIONS**

### 22 **1. MR. ROVIN IS NOT A COPYRIGHT EXPERT.**

23 Mr. Rovin has interesting comics and literature credentials, but has no background in  
24 copyright IP or copyright law, making him ill-suited to opine on an infringement case.

### 25 **2. MR. ROVIN IS ESSENTIALLY UNEDUCATED.**

26 A typical EXPERT witness in a copyright matter would be a copyright or intellectual  
27 property attorney. This usually means many years of college and law school. Yet, Mr. Rovin  
28 seemingly has no formal education beyond high school (p. 3, 4 of his report).





Exhibit

A

after what happened up at the lake, I mustn't. Would you like to go up to the top of the Shed?"

"If you want to," he agreed without enthusiasm.

He followed when she went to a doorway—with a security guard beside it—in the sidewall. She flashed her pass and the guard let them through. They began to walk up an inclined, endless, curving ramp. It was between the inner and outer skins of the Shed. There had to be two skins because the Shed was too big to be ventilated properly, and the hot desert sunshine on one side would have made "weather" inside. There'd have been a convection-current motion of the air in the enclosed space, and minor whirlwinds, and there could even be miniature thunderclouds and lightning. Joe remembered reading that such things had happened in a shed built for Zeppelins before he was born.

They came upon an open gallery, and there was a security man looking down at the floor and the Platform. He had a very good view of all that went on.

They went around another long circuit of the slanting gallery, dimly lighted with small electric bulbs. They came to a second gallery, and saw the Platform again. There was another guard here.

They were halfway up the globular wall now, and were visibly suspended over emptiness. The view of the Platform was impressive. There were an astonishing number of rocket tubes being fastened to the outside of that huge object. Three giant cranes, working together, hoisted a tube to the last remaining level of scaffolding, and men swarmed on it and fastened it to the swelling hull. As soon as it was fast, other men hurried into it with the white pasty stuff to line it from end to end. The tubes would nearly hide the structure they were designed to propel. But they'd all be burned away when it reached its destination.

"Wonderful, isn't it?" asked Sally hopefully.

Joe looked, and said without warmth, "It's the most wonderful thing that anybody ever even tried to do."

Which was true enough, but the zest of it had unreason-

ably departed for Joe for the time being. His disappointment was new.

Halfway around again, Sally opened a door, and Joe was almost surprised out of his lethargy. Here was a watching post on the outside of the monstrous half-globe. There were two guards here, with fifty-caliber machine guns under canvas hoods. Their duties were tedious but necessary. They watched the desert. From this height it stretched out for miles, and Bootstrap could be seen as a series of white specks far away with hills behind it.

Ultimately Sally and Joe came to the very top of the Shed into the open air. From here the steep plating curved down and away in every direction. The sunshine was savagely bright and shining, but there was a breeze. And here there was a considerable expanse fenced in—almost an acre, it seemed. There were metal-walled small buildings with innumerable antennae of every possible shape for the reception of every conceivable wave length. There were three radar bowl reflectors turning restlessly to scan the horizon, and a fourth which went back and forth, revolving, to scan the sky itself. Sally told Joe that in the very middle—where there was a shed with a domelike roof which wasn't metal—there was a wave-guide radar that could spot a plane within three feet vertically, and horizontally at a distance of thirty miles, with greater distances in proportion.

There were guns down in pits so their muzzles wouldn't interfere with the radar. There were enough non-recoil anti-aircraft guns to defend the Shed against anything one could imagine.

"And there are jet planes overhead too," said Sally. "Dad asked to have them reinforced, and two new wings of jet fighters landed yesterday at a field somewhere over yonder. There are plenty of guards!"

The Platform was guarded as no object in all history had ever been guarded. It was ironic that it had to be protected so, because it was actually the only hope of escape from atomic war. But that was why some people hated the Platform, and their hatred had made it seem obviously an item

of national defense. Ironically that was the reason the money had been provided for its construction. But the greatest irony of all was that its most probable immediate usefulness would be the help it would give in making nuclear experiments that weren't safe enough to make on Earth.

That was pure irony. Because if those experiments were successful, they should mean that everybody in the world would in time become rich beyond envy.

But Joe couldn't react to the fact. He was drained and empty of emotion because his job was done and he'd lost a very flimsy hope to be one of the Platform's first crew.

He didn't really feel better until late that night, when suddenly he realized that life was real and life was earnest, because a panting man was trying to strangle Joe with his bare hands. Joe was hampered in his self-defense because a large number of battling figures trampled over him and his antagonist together. They were underneath the Platform, and Joe expected to be blown to bits any second.

## 11

### *Joe sat on the porch of Major Holt's quarters*

in the area next to the Shed. It was about eight-thirty, and dark, but there was a moon. And Joe had come to realize that his personal disappointment was only his personal disappointment, and that he hadn't any right to make a nuisance of himself about it. Therefore he didn't talk about the thing nearest in his mind, but something else that was next nearest or farther away still. Yet, with the Shed filling up a full quarter of the sky, and a gibbous moon new-risen from the horizon, it was not natural for a young man like Joe to speak purely of earthly things.

"It'll come," he said yearningly, staring at the moon. "If the Platform gets up day after tomorrow, it's going to take time to ferry up the equipment it ought to have. But still, somebody ought to land on the moon before too long."

He added absorbedly: "Once the Platform is fully equipped, it won't take many rocket pay loads to refill a ship's tanks at the Platform, before it can head on out."

Mathematically, a rocket ship that could leave the Platform with full fuel tanks should have fuel to reach the moon and land on it, and take off again and return to the Platform. The mathematical fact had a peculiar nagging flavor. When a dream is subjected to statistical analysis and the report is in its favor, a dreamer's satisfaction is always diluted by a subconscious feeling that the report is only part of the dream. Everybody worries a little when a cherished dream shows a likelihood of coming true. Some people take firm steps to stop things right there, so a romantic daydream won't be spoiled by transmutation into prosaic fact. But Joe said doggedly: "Twenty ferry trips to pile up fuel, and the twenty-

Exhibit

B

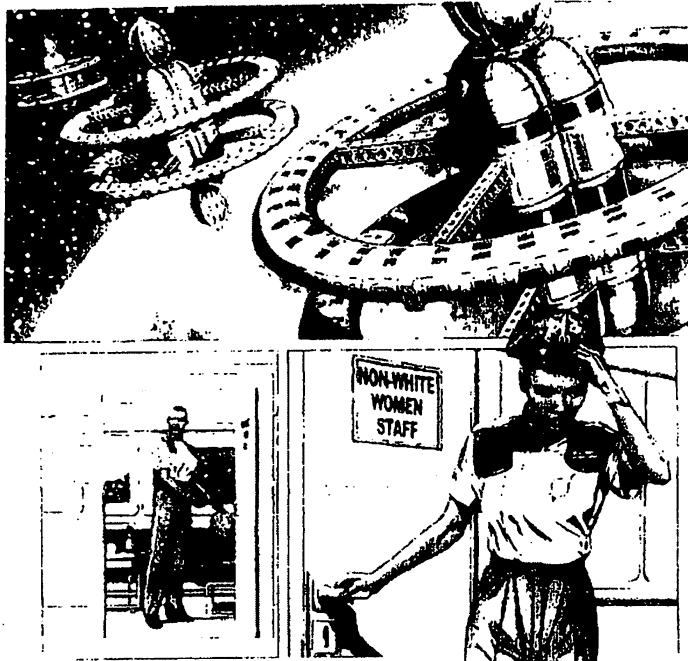


EXHIBIT 39

Exhibit

C

## 28 GENERAL PASSENGER INFORMATION

verability. However, because it does not travel through space or at mach speeds, we were able to give the fifteen-ton vessel transparent Corning-ITT-manufactured siding. The result is a panoramic view of whatever terrain you are visiting, a truly breathtaking way to see any world. There is one pilot and one guide per Shuttle Bus, a seat computer and tray, and closer quarters, since the ship has been built compactly for easier piloting through tight spots. However, its small size makes for more personal contact with your guide.

**Other Vessels.** The scientists and tour employees who work and live on the worlds of M-17 have a wide variety of transports at their disposal. These include one-, two-, or three-person skyfliers and orbiters, atomic moles that burrow beneath the surface, multishuttles that fly as one unit in space but can be broken into two or four smaller probes once they've entered a planet's lower atmosphere, space disks for fast interplanetary travel, and a battery of land vehicles. Most of these are geared for ruggedness rather than comfort, and while you may see them going about their business, you will never have to ride in one.

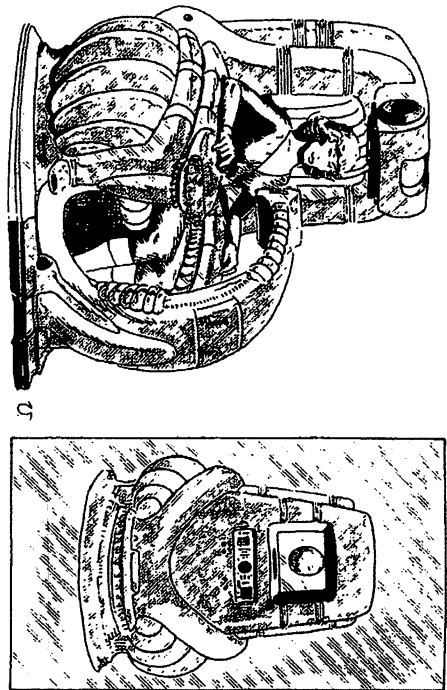
On the other hand, since Transgalactic encourages everyone to participate in our tours, from the very young to the young in spirit no matter what their age, we equip all of our vehicles with Automed's, the Warner-Cadence Corporation's portable health machine. If someone should have the misfortune to fall ill during a tour, the Automed will maintain that person's bodily functions until a Rescue Vessel arrives. There are between ten and twenty such aide ships stationed at different points on every world. All of our hotels have at least one Supermed Incorporated "Minihospital" and a human physician in residence. Transgalactic feels that you will enjoy your tour more if your mind is completely at ease. Rest assured that because people are not perfect, we must be.

## ENTRY REGULATIONS AND CUSTOMS RESTRICTIONS

Space is for everyone, and Transgalactic works hard to make it as accessible as a trip to any city, park, or resort on your home world. However, as with intraplanetary travel, there are sundry entry requirements. Listed herewith, they are rigidly enforced.

Most of the worlds in M-17 ask only that you present a MasterPass card for admittance, a computer card that is a combination visa and general ID. MasterPass cards are available through any Transgalactic agent or from the Bureau of Space Travel (BST). The initial fee is ten Standards, and the card is renewable annually at the rate of three Standards. A late payment automatically invalidates MasterPass, and no one is permitted into a spaceport boarding area without one. MasterPass cards

## GENERAL PASSENGER INFORMATION 29



An Orbiter Bus seat, with computer console in front of the passenger; the holovision and CRT computer screen are located in the back of the preceding seat, along with a slide out, fold-down tray.

will not be issued to anyone who, within the previous three years, has been convicted of a crime involving artificial aging or a fine exceeding twenty-five Standards. Transgalactic services families, not felons.

Although your travel agent will alert you to particulars, be advised that some worlds in M-17 have additional entry requirements. To avoid last-minute arrangements at the terminal, be certain that all of your data records are in order.

As with BST regulations, restrictions regarding customs are among the most stringently enforced in the universe. While they vary from world to world, the general limitations are as follows. Consumable goods such as narcotics, liquor, and food may not leave the planet you are visiting, nor may they be carried to any world from your Star Cruiser. However, within a 600 vertical mile limit of wherever they are purchased, you may buy and use unlimited amounts of such items. Nonconsumables such as souvenirs, microfilm novels, and clothing may be taken beyond 600 miles of their point of purchase providing that their value does not exceed fifty Standards. In addition, you may have twenty-five Standards worth of nonconsumables shipped to your home by Universal Post—delivery takes from one to two weeks—or you may purchase over 200 and under 350 Standards worth of such goods and have them all shipped to your home. In either case, there is a tax of twenty percent on any nonconsum-



**PROOF OF SERVICE**

This is to certify that on this 12<sup>th</sup> day of June, 2014,

I, Steve Wilson Briggs,

served, by way of U.S. mail, true copies of the documents described as

**“NOTICE OF MOTION AND MOTION TO DISQUALIFY EXPERT REPORT OF JEFF ROVIN; MOMORANDUM AND POINTS AND AUTHORITIES IN SUPPORT THEREOF,” and “[PROPOSED] ORDER GRANTING PLAINTIFF’S MOTION TO DISQUALIFY EXPERT REPORT OF JEFF ROVIN,” and “NOTICE OF MOTION AND MOTION FOR LEAVE TO FILE A SECOND AMENDED COMPLAINT,” and “[PROPOSED] ORDER GRANTING PLAINTIFF LEAVE TO FILE SECOND AMENDED COMPLAINT,” and “AMENDED REBUTTAL TO DEFENDANTS’ “EXPERT REPORT OF JEFF ROVIN,”” and “CORRECTION,”**

on the interested parties below:

Michael J. Kump, and Gregory P. Korn  
(of Kinsella, Weitzman, Iser, Kump & Aldisert)  
808 Wilshire Boulevard, 3rd Floor  
Santa Monica, California, 90401  
310 566 9800


Executed on this 12<sup>th</sup> day of June, 2014

By, Steve Wilson Briggs  
Steve Wilson Briggs  
681 Edna Way  
San Mateo, CA 94402  
Plaintiff, Pro Se

PROOF OF SERVICE CV 13-4679 PJH

# **Exhibit II**

## DEADLINE | HOLLYWOOD

- ☒ "Article Only"
- ☐ "Article with Comments"
- ☐ "Comments Only"  Print

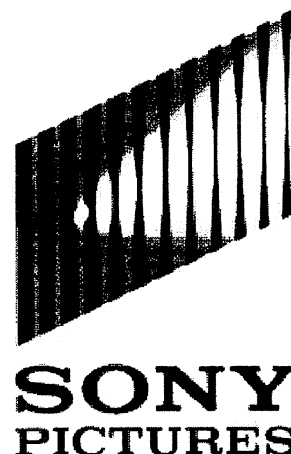
### 3RD UPDATE: Sony Pictures Snaps Up Neill Blomkamp's 'Elysium'; Matt Damon And Jodie Foster Set To Star

By Mike Fleming Jr on Jan 19, 2011 4:04 pm

**3RD UPDATE:** Sony Pictures has now decided to go it alone on Neill Blomkamp's new sci-fi pic Elysium for worldwide distribution. So there is no Universal Pictures' involvement, as the studio declined to take part. MRC put the deal together.

**2ND UPDATE:** Director Neill Blomkamp issued this statement: "I literally could not be happier. I have a brilliant relationship with Sony. I loved them during *District 9*, they 100% get this film and they get me. *Elysium* is in very good hands."

**1ST UPDATE: EXCLUSIVE:** Sony Pictures has won the right to distribute *District 9* filmmaker Neill Blomkamp's next project titled *Elysium*. ~~The producers are currently in negotiation with Universal Pictures to co-finance the film.~~ Meetings with several other studios were cancelled as this scenario took shape. Matt Damon and Jodie Foster are set already to star along with *District 9* star Sharlto Copley. Sony clearly values the relationship it built with Blomkamp after his \$30 million low-budget first film became a sleeper hit that was nominated for Best Picture and grossed \$210 million worldwide. That, too, was a distribution deal.



At the same time, MRC has signed an overall deal with Blomkamp, and has given a green light to a second movie. Titled *Chappie*, the film will go into production immediately after Blomkamp completes *Elysium*, which is now scheduled for a late 2012 release. Like *Elysium*, Blomkamp wrote

*Chappie* as an original, and that picture is not part of this distribution arrangement.

SPE's Amy Pascal and Michael Lynton have shown a willingness to make big bets on project packages that fit their release schedule needs. That happened on such projects as Roland Emmerich's *2012*, and *The Other Guys*. SPE also made an MRC deal for *30 Minutes Or Less*, directed by Ruben Fleischer and starring Jesse Eisenberg and Danny McBride.

**PREVIOUS 1:30 PM:** *District 9* director Neill Blomkamp has been meeting with studios today on *Elysium*, his futuristic science fiction next film. The pic, which stars Matt Damon, Jodie Foster and Sharlto Copley, is being financed by Media Rights Capital. Blomkamp, MRC's Modi Wiczyk and Simon Kinberg (who's producing with Bill Block) began the day by going from studio to studio, meeting with high-level decision makers who are reading the script, followed by a storyboarded presentation by Blomkamp. This is being repeated at every studio but Disney, which won't make R-rated event films.



I'm told this the movie has the social allegory present in the Sony Pictures Entertainment-directed *District 9*, but it's an unabashedly big movie, set 100 years in the future, with all of the obligatory gadgets and technological advances. Blomkamp will have his sets designed by Syd Mead, famous for his work on films like *Blade Runner*. Mead's very hard to hire, but he responded because he so liked *District 9*. The film will prep in April, and start production in July in Vancouver before moving to Mexico City in the fall. The film will be delivered in time for release during the 2012 holidays. It's a tent pole-sized proposition, but like Chris Nolan's *Inception*, it's a fully realized project that a studio can pencil into its release calendar. I don't think it's going to take long to sell.

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This article was printed from <https://deadline.com/2011/01/neill-blomkamps-elysium-creating-heat-98125/>

JS-CAND 44 (Rev. 06/17)

Case 3:18-cv-04952-VC Document 1-7 Filed 08/15/18 Page 1 of 1

**CIVIL COVER SHEET**

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

Steve Wilson Briggs

(b) County of Residence of First Listed Plaintiff Sonoma County  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

In Propria Persona

4322 Chico Ave., Santa Rosa, CA 95407

**DEFENDANTS**

Kevin Spacey, Ari (Ariel) Emanuel, Matt Damon, Ben Affleck, NBCUniversal, Sony Pictures Ent. Inc, NBCUniversal Media, Trigger Street Productions, Neill Blomkamp, Mordecai Wiczky, Asif Satchu, William (Bill) Block, Dana Brunetti, MRC (and all MRC entities).

County of Residence of First Listed Defendant New York (New York State)  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

(4) 18-49525 BA

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question  
(U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity  
(Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                                   | DEF                                   |   | PTF                                   | DEF                                   |
|---|---------------------------------------|---------------------------------------|---|---------------------------------------|---------------------------------------|
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input checked="" type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input type="checkbox"/> 2            | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5            | <input type="checkbox"/> 5            |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3            | Foreign Nation  | <input type="checkbox"/> 6            | <input type="checkbox"/> 6            |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
110 Insurance	<b>PERSONAL INJURY</b>	625 Drug Related Seizure of Property 21 USC § 881	422 Appeal 28 USC § 158	375 False Claims Act
120 Marine	310 Airplane	690 Other	423 Withdrawal 28 USC § 157	376 Qui Tam (31 USC § 3729(a))
130 Miller Act	315 Airplane Product Liability			400 State Reapportionment
140 Negotiable Instrument	320 Assault, Libel & Slander	<b>LABOR</b>	<b>PROPERTY RIGHTS</b>	410 Antitrust
150 Recovery of Overpayment Of Veteran's Benefits	330 Federal Employers' Liability	710 Fair Labor Standards Act	820 Copyrights	430 Banks and Banking
151 Medicare Act	340 Marine	720 Labor/Management Relations	830 Patent	450 Commerce
152 Recovery of Defaulted Student Loans (Excludes Veterans)	345 Marine Product Liability	740 Railway Labor Act	835 Patent—Abbreviated New Drug Application	460 Deportation
153 Recovery of Overpayment of Veteran's Benefits	350 Motor Vehicle	751 Family and Medical Leave Act	840 Trademark	470 Racketeer Influenced & Corrupt Organizations
160 Stockholders' Suits	355 Motor Vehicle Product Liability	790 Other Labor Litigation	<b>SOCIAL SECURITY</b>	480 Consumer Credit
190 Other Contract	360 Other Personal Injury	791 Employee Retirement Income Security Act	861 HIA (1395ff)	490 Cable/Sat TV
195 Contract Product Liability	362 Personal Injury—Medical Malpractice	<b>IMMIGRATION</b>	862 Black Lung (923)	850 Securities/Commodities/Exchange
196 Franchise	<b>CIVIL RIGHTS</b>	462 Naturalization Application	863 DIWC/DIWW (405(g))	890 Other Statutory Actions
	440 Other Civil Rights	465 Other Immigration Actions	864 SSID Title XVI	891 Agricultural Acts
<b>REAL PROPERTY</b>	441 Voting		865 RSI (405(g))	893 Environmental Matters
210 Land Condemnation	442 Employment		<b>FEDERAL TAX SUITS</b>	895 Freedom of Information Act
220 Foreclosure	443 Housing/Accommodations		870 Taxes (U.S. Plaintiff or Defendant)	896 Arbitration
230 Rent Lease & Ejectment	445 Amer. w/Disabilities—Employment		871 IRS—Third Party 26 USC § 7609	899 Administrative Procedure Act/Review or Appeal of Agency Decision
240 Torts to Land	446 Amer. w/Disabilities—Other			950 Constitutionality of State Statutes
245 Tort Product Liability	448 Education			
290 All Other Real Property				
	<b>PRISONER PETITIONS</b>			
	463 Alien Detainee			
	510 Motions to Vacate Sentence			
	530 General			
	535 Death Penalty			
	<b>OTHER</b>			
	540 Mandamus & Other			
	550 Civil Rights			
	555 Prison Condition			
	560 Civil Detainee—Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation—Transfer ☐ 8 Multidistrict Litigation—Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

U.S.C. Title 17

Brief description of cause:

Infringing Exportation. Defs exported Plaintiff's work overseas, without Plaintiff's consent; among other violations

**VII. REQUESTED IN COMPLAINT:**

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P.

DEMAND \$ 250,000,000.00

CHECK YES only if demanded in complaint:  
JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S), IF ANY** (See instructions):

JUDGE

DOCKET NUMBER

**IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)**

(Place an "X" in One Box Only)

☒ SAN FRANCISCO/OAKLAND☐ SAN JOSE☐ EUREKA-MCKINLEYVILLE

DATE 08/15/2018

SIGNATURE OF ATTORNEY OF RECORD

ER 1526

-04952-VC Document 1-8 Filed 08/15/18

Court Name: U.S. District Court, NDCA  
Division: 3  
Receipt Number: 34611135949  
Cashier ID: sprinka  
Transaction Date: 08/15/2018  
Payer Name: STEVE WILSON BRIGGS

CIVIL FILING FEE

For: STEVE WILSON BRIGGS  
Case/Party: D-CAN-4-18-CV-004952-001  
Amount: \$400.00

CASH

Amt Tendered: \$400.00

Total Due: \$400.00  
Total Tendered: \$400.00  
Change Amt: \$0.00

SBA

Checks and drafts are accepted  
subject to collections and full  
credit will only be given when the  
check or draft has been accepted by  
the financial institution on which  
it was drawn.

ER 1527

ADRMOP,APPEAL,CLOSED,E-ProSe,ProSe,RELATE

**U.S. District Court  
California Northern District (San Francisco)  
CIVIL DOCKET FOR CASE #: 3:18-cv-04952-VC**

Briggs v. Spacey et al  
Assigned to: Judge Vince Chhabria  
Demand: \$9,999,000  
Relate Case Case: [3:17-cv-06552-VC](#)  
Case in other court: 9th Circuit, 19-15128  
Cause: 28:1331 Fed. Question

Date Filed: 08/15/2018  
Date Terminated: 12/22/2018  
Jury Demand: Plaintiff  
Nature of Suit: 370 Other Fraud  
Jurisdiction: Federal Question

**Plaintiff**

**Steve Kenyatta Wilson Briggs**

represented by **Steve Kenyatta Wilson Briggs**  
4322 Chico Ave.  
Santa Rosa, CA 95407  
510-200-3763  
Email: [snc.steve@gmail.com](mailto:snc.steve@gmail.com)  
PRO SE

V.

**Defendant**

**Kevin Spacey**

**Defendant**

**Ari Emanuel**  
(Ariel)

represented by **Gregory Philip Korn**  
Kinsella Weitzman et al LLP  
808 Wilshire Blvd 3FL  
Santa Monica, CA 90401  
310-566-9800  
Fax: 310-566-9850  
Email: [gkorn@kwikalaw.com](mailto:gkorn@kwikalaw.com)  
*ATTORNEY TO BE NOTICED*

**Defendant**

**Matt Damon**

**Defendant**

**Ben Affleck**

**Defendant**

**NBCUniversal Media, LLC**

represented by **Kelli L. Sager**  
Davis Wright Tremaine LLP  
865 S. Figueroa Street  
Suite 2400  
Los Angeles, CA 90017-2566  
213-633-6800  
Fax: 213-633-6899



Email: kellisager@dwt.com  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Brendan Nathaniel Charney**  
Davis Wright Tremaine LLP  
865 S. Figueroa Street  
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Los Angeles, CA 90017  
United Sta  
213-633-6800  
Fax: 213-633-6899  
Email: brendancharney@dwt.com  
*ATTORNEY TO BE NOTICED*

**Rochelle L. Wilcox**  
Attorney at Law  
865 South Figueroa Street, Suite 2400  
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213-633-6800  
Fax: 213-633-6899  
Email: rochellewilcox@dwt.com  
*ATTORNEY TO BE NOTICED*

**Defendant**

**Sony Pictures Ent Inc.**

represented by **Gregory Philip Korn**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Defendant**

**Trigger Street Productions**

represented by **Amos Alexander Lowder**  
Scheper Kim & Harris LLP  
601 West Fifth Street  
12th Floor  
Los Angeles, CA 90071  
213-613-4689  
Fax: 213-613-4656  
Email: alowder@larsonobrienlaw.com  
*ATTORNEY TO BE NOTICED*

**Jonathan Everett Phillips**  
Larson O'Brien LLP  
555 South Flower Street  
Suite 4400  
Los Angeles, CA 90071  
213-436-4888  
Email: jphillips@larsonobrienlaw.com  
*ATTORNEY TO BE NOTICED*

**Stephen Gerard Larson**  
Larson O'Brien LLP  
555 S. Flower Street  
Suite 4400  
Los Angeles, CA 90071

213-436-4888

Email: slarson@larsonobrienlaw.com

*ATTORNEY TO BE NOTICED***Defendant****Neill Blomkamp****Defendant****Asif Satchu**

represented by **Gregory Philip Korn**  
 (See above for address)  
*ATTORNEY TO BE NOTICED*

**Defendant**

**Mordecai Wiczuk**  
*(Modi)*

represented by **Gregory Philip Korn**  
 (See above for address)  
*ATTORNEY TO BE NOTICED*

**Defendant**

**William Block**  
*(Bill)*

**Defendant****Dana Brunetti****Defendant**

**Sound Point Capital Management, LC**  
*TERMINATED: 11/05/2018*

represented by **Alexander Gerald Rufus-Isaacs**  
 Rufus Isaacs Acland Grantham LLP  
 232 N. Canon Drive  
 Beverly Hills, CA 90210  
 310-274-3803  
 Email: aisaacs@rufuslaw.com  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Defendant**

**MRC**  
*and all MRC entities and subs.*

represented by **Gregory Philip Korn**  
 (See above for address)  
*ATTORNEY TO BE NOTICED*

<b>Date Filed</b>	<b>#</b>	<b>Docket Text</b>
08/15/2018	<a href="#"><u>1</u></a>	COMPLAINT against Ben Affleck, William Block, Neill Blomkamp, Dana Brunetti, Matt Damon, Ari Emanuel, MRC, NBCUniversal Media, LLC, Asif Satchu, Sony Pictures Ent Inc., Sound Point Capital Management, LC, Kevin Spacey, Trigger Street Productions, Mordecai Wiczuk (Filing fee \$ 400, Receipt Number 34611135949). Filed by Steve Wilson Briggs. (Attachments: # <a href="#"><u>1</u></a> part 2, # <a href="#"><u>2</u></a> part 3, # <a href="#"><u>3</u></a> part 4, # <a href="#"><u>4</u></a> part 5, # <a href="#"><u>5</u></a> part 6, # <a href="#"><u>6</u></a> part 7, # <a href="#"><u>7</u></a> Civil Cover Sheet, # <a href="#"><u>8</u></a> Receipt)(fabS, COURT STAFF) (Filed on 8/15/2018) (Entered: 08/16/2018)
08/15/2018	<a href="#"><u>2</u></a>	<b>Initial Case Management Scheduling Order with ADR Deadlines: Case Management Statement due by 11/28/2018. Initial Case Management Conference set for 12/5/2018 02:30 PM. (fabS, COURT STAFF) (Filed on 8/15/2018) (Entered: 08/16/2018)</b>

08/15/2018	<a href="#"><u>3</u></a>	Summons Issued as to Ben Affleck, William Block, Neill Blomkamp, Dana Brunetti, Matt Damon, Ari Emanuel, MRC, NBCUniversal Media, LLC, Asif Satchu, Sony Pictures Ent Inc., Sound Point Capital Management, LC, Kevin Spacey, Trigger Street Productions, Mordecai Wiczyk. (fabS, COURT STAFF) (Filed on 8/15/2018) (Entered: 08/16/2018)
08/15/2018	<a href="#"><u>4</u></a>	CONSENT/DECLINATION to Proceed Before a US Magistrate Judge by Steve Wilson Briggs. (fabS, COURT STAFF) (Filed on 8/15/2018) (Entered: 08/16/2018)
08/15/2018	<a href="#"><u>5</u></a>	Received [PROPOSED] Order Granting Motion for Permission For Electronic Case Filing by Steve Wilson Briggs. (fabS, COURT STAFF) (Filed on 8/15/2018) (fabS, COURT STAFF). (Entered: 08/16/2018)
08/16/2018	<a href="#"><u>6</u></a>	<b>ORDER OF REFERRAL TO DETERMINE WHETHER CASES ARE RELATED. Signed by Judge Saundra Brown Armstrong on 8/16/18. (Attachments: # <a href="#"><u>1</u></a> Certificate/Proof of Service)(dtmS, COURT STAFF) (Filed on 8/16/2018) (Entered: 08/16/2018)</b>
08/28/2018	<a href="#"><u>7</u></a>	<b>ORDER RELATING CASES 17-cv-6552-VC, Briggs v. Universal Pictures, et al., and 18-cv-04952-SBA, Briggs v. Spacey et al. Signed by Judge Vince Chhabria on 8/28/2018. The deputy clerk hereby certifies that on 8/28/2018 a copy of this order was served by sending it via first-class mail to the address of each non-CM/ECF user listed on the Notice of Electronic Filing. (knm, COURT STAFF) (Filed on 8/28/2018) (Entered: 08/28/2018)</b>
08/28/2018	<a href="#"><u>8</u></a>	Case reassigned to Judge Vince Chhabria. Judge Saundra Brown Armstrong no longer assigned to the case. This case is assigned to a judge who participates in the Cameras in the Courtroom Pilot Project. See General Order 65 and <a href="http://cand.uscourts.gov/cameras">http://cand.uscourts.gov/cameras</a> (haS, COURT STAFF) (Filed on 8/28/2018) (Entered: 08/28/2018)
08/28/2018	<a href="#"><u>9</u></a>	REASSIGNED CASE - NOTICE OF NEW HEARING DATE: You are notified that the Court has scheduled an Initial Case Management Conference before Judge Vince Chhabria upon reassignment. For a copy of Judge Chhabria's Standing Order and other information, please refer to the Court's website at <a href="http://www.cand.uscourts.gov">www.cand.uscourts.gov</a> . Case Management Statement due by 11/6/2018. Initial Case Management Conference set for 11/13/2018 01:30 PM in San Francisco, Courtroom 04, 17th Floor. The deputy clerk hereby certifies that on 8/28/2018 a copy of this order was served by sending it via first-class mail to the address of each non-CM/ECF user listed on the Notice of Electronic Filing. <i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i> (knm, COURT STAFF) (Filed on 8/28/2018) (Entered: 08/28/2018)
09/24/2018	<a href="#"><u>10</u></a>	MOTION for Permission for Electronic Case Filing filed by Steve Wilson Briggs. (Attachments: # <a href="#"><u>1</u></a> Proposed Order, # <a href="#"><u>2</u></a> Envelope)(fabS, COURT STAFF) (Filed on 9/24/2018) (Entered: 09/26/2018)
10/04/2018	<a href="#"><u>11</u></a>	NOTICE re Service of Process Issues by Steve Wilson Briggs (fabS, COURT STAFF) (Filed on 10/4/2018) (Entered: 10/05/2018)
10/04/2018	<a href="#"><u>12</u></a>	(FIRST) PROOF OF SERVICE of Summons and Complaint, Affidavit of Dr. Morgan Marchbanks by Steve Wilson Briggs (fabS, COURT STAFF) (Filed on 10/4/2018) (Entered: 10/05/2018)
10/04/2018	<a href="#"><u>13</u></a>	(SECOND) PROOF OF SERVICE of Summons and Complaint; Affidavit of Dr. Morgan Marchbanks. SUMMONS Returned Executed by Steve Wilson Briggs. Sound Point Capital Management, LC served on 9/19/2018, answer due 10/10/2018; Trigger Street Productions served on 9/19/2018, answer due 10/10/2018. (fabS, COURT STAFF) (Filed on 10/4/2018) (Entered: 10/05/2018)
10/09/2018	<a href="#"><u>14</u></a>	<b>Order by Judge Vince Chhabria granting <a href="#"><u>10</u></a> Motion for Permission for Electronic</b>

		<b>Case Filing. The deputy clerk hereby certifies that on 10/9/2018 a copy of this order was served by sending it via first-class mail to the address of each non-CM/ECF user listed on the Notice of Electronic Filing.(knm, COURT STAFF) (Filed on 10/9/2018) (Entered: 10/09/2018)</b>
10/09/2018	<a href="#">15</a>	NOTICE of Withdrawal of Documents by Steve Wilson Briggs re <a href="#">12</a> FIRST Proof of Service, <a href="#">13</a> SECOND Proof of Service (fabS, COURT STAFF) (Filed on 10/9/2018) (Entered: 10/10/2018)
10/09/2018	<a href="#">16</a>	(FIRST) PROOF OF SERVICE of Summons and Complaint; Declaration of Dr. Morgan Marchbanks by Steve Wilson Briggs (fabS, COURT STAFF) (Filed on 10/9/2018) (Entered: 10/10/2018)
10/09/2018	<a href="#">17</a>	(SECOND) PROOF OF SERVICE of Summons and Complaint; Declaration of Dr. Morgan Marchbanks by Steve Wilson Briggs (fabS, COURT STAFF) (Filed on 10/9/2018) (Entered: 10/10/2018)
10/22/2018	<a href="#">18</a>	REQUEST FOR ENTRY OF DEFAULT AGAINST DEFENDANTS KEVIN SPACEY, DANA BRUNETTI, AND TRIGGER STREET PRODUCTIONS, INC filed by Steve Kenyatta Wilson Briggs. (Wilson Briggs, Steve) (Filed on 10/22/2018) Modified on 10/23/2018 (fabS, COURT STAFF). (Entered: 10/22/2018)
10/22/2018	<a href="#">19</a>	CERTIFICATE OF SERVICE by Steve Kenyatta Wilson Briggs <i>Declaration re service of Spacey, Brunetti, and Trigger Street Productions</i> (Wilson Briggs, Steve) (Filed on 10/22/2018) (Entered: 10/22/2018)
10/22/2018	<a href="#">20</a>	CERTIFICATE OF SERVICE by Steve Kenyatta Wilson Briggs <i>Proof of Service of Defendants Ari Emanuel, Neill Blomkamp, Matt Damon, and Ben Affleck</i> (Wilson Briggs, Steve) (Filed on 10/22/2018) (Entered: 10/22/2018)
10/22/2018	<a href="#">21</a>	CERTIFICATE OF SERVICE by Steve Kenyatta Wilson Briggs <i>Proof of Service of Defendant NBCUniversal</i> (Wilson Briggs, Steve) (Filed on 10/22/2018) (Entered: 10/22/2018)
10/22/2018	<a href="#">22</a>	CERTIFICATE OF SERVICE by Steve Kenyatta Wilson Briggs <i>Proof of Service of Defendant Sony Picture Entertainment, Inc</i> (Wilson Briggs, Steve) (Filed on 10/22/2018) (Entered: 10/22/2018)
10/22/2018	<a href="#">23</a>	CERTIFICATE OF SERVICE by Steve Kenyatta Wilson Briggs <i>Declaration Re service of process of Defs MRC, Satchu, and Wiczuk</i> (Wilson Briggs, Steve) (Filed on 10/22/2018) (Entered: 10/22/2018)
10/25/2018	<a href="#">24</a>	Second MOTION for Default Judgment by the Clerk as to filed by Steve Kenyatta Wilson Briggs. (Attachments: # <a href="#">1</a> Certificate/Proof of Service Certification/Declaration, # <a href="#">2</a> Affidavit Declartion of Steve Wilson Briggs, # <a href="#">3</a> Certificate/Proof of Service copy of proof of service of summons and complaint, # <a href="#">4</a> Proposed Order proposed entry of default) (Wilson Briggs, Steve) (Filed on 10/25/2018) (Entered: 10/25/2018)
10/26/2018	<a href="#">25</a>	Clerk's DECLINATION OF DEFAULT. No proof submitted that summons was served on Defendants as required under CA CCP Section 417.20. (Related documents(s) <a href="#">24</a> , <a href="#">18</a> ) (fabS, COURT STAFF) (Filed on 10/26/2018) (Entered: 10/26/2018)
10/29/2018	<a href="#">26</a>	CERTIFICATE OF SERVICE by Steve Kenyatta Wilson Briggs re <a href="#">17</a> Certificate of Service, <a href="#">16</a> Certificate of Service ( <i>Supplemental</i> ) <i>proof of signed return receipts received for defendants Trigger Street Productions, Inc., and Sound Point Capital Management, LC (09/17/18); and for Kevin Spacey, Dana Brunetti, (09/27/18)</i> (Attachments: # <a href="#">1</a> Certificate/Proof of Service declaration of Dr. Morgan Marchbanks confirming authenticity of return receipts, etc)(Wilson Briggs, Steve) (Filed on 10/29/2018) (Entered: 10/29/2018)

10/29/2018	<a href="#">27</a>	MOTION to Dismiss <i>Complaint Pursuant to Fed. R. CIV. P. 12(B)(6) and/or 9(B)</i> filed by Trigger Street Productions. Motion Hearing set for 12/6/2018 10:00 AM in San Francisco, Courtroom 04, 17th Floor before Judge Vince Chhabria. Responses due by 11/13/2018. Replies due by 11/20/2018. (Attachments: # <a href="#">1</a> Request for Judicial Notice, # <a href="#">2</a> Declaration of A. Alexander Lowder, # <a href="#">3</a> Proposed Order)(Larson, Stephen) (Filed on 10/29/2018) (Entered: 10/29/2018)
10/29/2018	<a href="#">28</a>	MOTION for Default Judgment by the Clerk as to <i>Resquest for Entry of Default against Defs Trigger Street Productions, and Sound Point</i> filed by Steve Kenyatta Wilson Briggs. (Attachments: # <a href="#">1</a> Certificate/Proof of Service docket #16, # <a href="#">2</a> Certificate/Proof of Service docket #26, # <a href="#">3</a> Declaration Declaration in verification and support of docket #26, # <a href="#">4</a> Certificate/Proof of Service proof of service of this "Request for Entry of Default", # <a href="#">5</a> Proposed Order Proposed Order)(Wilson Briggs, Steve) (Filed on 10/29/2018) (Entered: 10/29/2018)
10/31/2018	<a href="#">29</a>	Joinder re <a href="#">27</a> MOTION to Dismiss <i>Complaint Pursuant to Fed. R. CIV. P. 12(B)(6) and/or 9(B)</i> by Sound Point Capital Management, LC. (Rufus-Isaacs, Alexander) (Filed on 10/31/2018) (Entered: 10/31/2018)
10/31/2018	30	FEE PAID (Filing fee\$400,receipt number 0971-12809195). (Rufus-Isaacs, Alexander) (Filed on 10/31/2018) (Entered: 10/31/2018)
10/31/2018	<a href="#">31</a>	Clerk's DECLINATION OF DEFAULT (Related documents(s) <a href="#">28</a> )(fabS, COURT STAFF) (Filed on 10/31/2018) (Entered: 10/31/2018)
10/31/2018	<a href="#">32</a>	CERTIFICATE OF SERVICE by Steve Kenyatta Wilson Briggs <i>correction</i> (Wilson Briggs, Steve) (Filed on 10/31/2018) (Entered: 10/31/2018)
10/31/2018	<a href="#">33</a>	Fourth MOTION for Default Judgment by the Clerk as to <i>Request For Entry Of Default</i> filed by Steve Kenyatta Wilson Briggs. (Attachments: # <a href="#">1</a> Proposed Order, # <a href="#">2</a> Certificate/Proof of Service, # <a href="#">3</a> Certificate/Proof of Service Docket #26, # <a href="#">4</a> Certificate/Proof of Service Declaration, # <a href="#">5</a> Certificate/Proof of Service Docket #17, # <a href="#">6</a> Certificate/Proof of Service Docket #32)(Wilson Briggs, Steve) (Filed on 10/31/2018) (Entered: 10/31/2018)
11/05/2018	<a href="#">34</a>	NOTICE of Voluntary Dismissal of <i>Sound Point Capital Management</i> by Steve Kenyatta Wilson Briggs (Attachments: # <a href="#">1</a> Certificate/Proof of Service)(Wilson Briggs, Steve) (Filed on 11/5/2018) (Entered: 11/05/2018)
11/05/2018	<a href="#">35</a>	CERTIFICATE OF SERVICE by Steve Kenyatta Wilson Briggs <i>Service of Process of Summons and Complaint by US mail</i> (Wilson Briggs, Steve) (Filed on 11/5/2018) (Entered: 11/05/2018)
11/05/2018	<a href="#">36</a>	CERTIFICATE OF SERVICE by Steve Kenyatta Wilson Briggs <i>Service of Process of Summons and Complaint by US mail 9-27-18</i> (Wilson Briggs, Steve) (Filed on 11/5/2018) (Entered: 11/05/2018)
11/05/2018	<a href="#">37</a>	CERTIFICATE OF SERVICE by Steve Kenyatta Wilson Briggs <i>Service of Process of Summons and Complaint by US mail, C Lusby</i> (Wilson Briggs, Steve) (Filed on 11/5/2018) (Entered: 11/05/2018)
11/05/2018	<a href="#">38</a>	STATUS REPORT <i>Regarding Service of Process on All Defendants</i> by Steve Kenyatta Wilson Briggs. (Attachments: # <a href="#">1</a> Certificate/Proof of Service)(Wilson Briggs, Steve) (Filed on 11/5/2018) (Entered: 11/05/2018)
11/05/2018	<a href="#">39</a>	MOTION for Service by Publication filed by Steve Kenyatta Wilson Briggs. (Attachments: # <a href="#">1</a> Proposed Order, # <a href="#">2</a> Certificate/Proof of Service)(Wilson Briggs, Steve) (Filed on 11/5/2018) (Entered: 11/05/2018)



11/05/2018	<a href="#">40</a>	Request for Judicial Notice filed by Steve Kenyatta Wilson Briggs. (Attachments: # <a href="#">1</a> Certificate/Proof of Service)(Wilson Briggs, Steve) (Filed on 11/5/2018) (Entered: 11/05/2018)
11/05/2018	<a href="#">41</a>	Clerk's DECLINATION OF DEFAULT as to Kevin Spacey and Dana Brunetti. Plaintiff has not submitted evidence satisfactory to the court establishing actual delivery to the persons to be served per CA CCP Section 417.20. (Related documents(s) <a href="#">33</a> )(fabS, COURT STAFF) (Filed on 11/5/2018) (Entered: 11/05/2018)
11/05/2018	<a href="#">42</a>	CLERK'S NOTICE RESCHEDULING THE INITIAL CASE MANAGEMENT CONFERENCE - TO BE HELD WITH THE HEARING RE <a href="#">27</a> MOTION TO DISMISS ON 12/6/2018. Case Management Statement due by 11/29/2018. Initial Case Management Conference set for 12/6/2018 10:00 AM in San Francisco, Courtroom 04, 17th Floor. <i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i> (knm, COURT STAFF) (Filed on 11/5/2018) (Entered: 11/05/2018)
11/06/2018	<a href="#">43</a>	MOTION to Strike <i>Def Trigger Street Productions' Motion to Dismiss Complaint</i> filed by Steve Kenyatta Wilson Briggs. Motion Hearing set for 12/13/2018 10:00 AM in San Francisco, Courtroom 04, 17th Floor before Judge Vince Chhabria. Responses due by 1/3/2019. Replies due by 1/24/2019. (Attachments: # <a href="#">1</a> Proposed Order, # <a href="#">2</a> Certificate/Proof of Service of motion and proposed order)(Wilson Briggs, Steve) (Filed on 11/6/2018) (Entered: 11/06/2018)
11/08/2018	<a href="#">44</a>	Second MOTION for Service by Publication <i>for Defendants Spacey and Brunetti</i> filed by Steve Kenyatta Wilson Briggs. (Attachments: # <a href="#">1</a> Exhibit TSP CA Sec Bus Entity Statement, # <a href="#">2</a> Exhibit TSP NY Dept State Bus Entity Statement, # <a href="#">3</a> Exhibit Spacey loses agent and talent agency, # <a href="#">4</a> Proposed Order Proposed Order, # <a href="#">5</a> Certificate/Proof of Service Proof of Service)(Wilson Briggs, Steve) (Filed on 11/8/2018) (Entered: 11/08/2018)
11/08/2018	<a href="#">45</a>	CERTIFICATE OF SERVICE by Steve Kenyatta Wilson Briggs <i>temporary "illustrative" service statements</i> (Attachments: # <a href="#">1</a> Appendix, # <a href="#">2</a> Appendix, # <a href="#">3</a> Appendix)(Wilson Briggs, Steve) (Filed on 11/8/2018) (Entered: 11/08/2018)
11/09/2018	<a href="#">46</a>	<b>Order by Judge Vince Chhabria denying <a href="#">39</a> Motion for Service by Publication, and Motion for Extension of Service Deadline.(knm, COURT STAFF) (Filed on 11/9/2018) (Entered: 11/09/2018)</b>
11/09/2018	<a href="#">47</a>	Certificate of Interested Entities by Trigger Street Productions (Larson, Stephen) (Filed on 11/9/2018) (Entered: 11/09/2018)
11/09/2018	<a href="#">48</a>	MOTION to Dismiss filed by NBCUniversal Media, LLC. Motion Hearing set for 12/20/2018 10:00 AM in San Francisco, Courtroom 04, 17th Floor before Judge Vince Chhabria. Responses due by 11/23/2018. Replies due by 11/30/2018. (Attachments: # <a href="#">1</a> Proposed Order Granting Motion to Dismiss Complaint)(Sager, Kelli) (Filed on 11/9/2018) (Entered: 11/09/2018)
11/09/2018	<a href="#">49</a>	Request for Judicial Notice re <a href="#">48</a> MOTION to Dismiss filed by NBCUniversal Media, LLC. (Related document(s) <a href="#">48</a> ) (Sager, Kelli) (Filed on 11/9/2018) (Entered: 11/09/2018)
11/09/2018	<a href="#">50</a>	Corporate Disclosure Statement by NBCUniversal Media, LLC identifying Corporate Parent NBCUniversal, LLC, Corporate Parent Comcast Corporation for NBCUniversal Media, LLC. (Sager, Kelli) (Filed on 11/9/2018) (Entered: 11/09/2018)
11/09/2018	<a href="#">51</a>	MOTION to Dismiss <i>Complaint Pursuant to FRCP 12(b)(6) and/or 12(b)(1)</i> filed by Ari Emanuel, MRC, Asif Satchu, Sony Pictures Ent Inc., Mordecai Wiczzyk. Motion Hearing set for 12/20/2018 10:00 AM in San Francisco, Courtroom 04, 17th Floor before Judge

		Vince Chhabria. Responses due by 11/23/2018. Replies due by 11/30/2018. (Korn, Gregory) (Filed on 11/9/2018) (Entered: 11/09/2018)
11/09/2018	<a href="#">52</a>	Request for Judicial Notice <i>in Support of Defendants' Motion to Dismiss First Amended Complaint</i> filed by Ari Emanuel, MRC, Asif Satchu, Sony Pictures Ent Inc., Mordecai Wiczky. (Korn, Gregory) (Filed on 11/9/2018) (Entered: 11/09/2018)
11/09/2018	<a href="#">53</a>	Declaration of Gregory Korn in Support of <a href="#">51</a> MOTION to Dismiss <i>Complaint Pursuant to FRCP 12(b)(6) and/or 12(b)(1)</i> filed by Ari Emanuel, MRC, Asif Satchu, Sony Pictures Ent Inc., Mordecai Wiczky. (Attachments: # <a href="#">1</a> Exhibit 1)(Related document(s) <a href="#">51</a> ) (Korn, Gregory) (Filed on 11/9/2018) (Entered: 11/09/2018)
11/09/2018	<a href="#">54</a>	MOTION for Order Declaring Plaintiff a Vexatious Litigant and for Pre-Filing Screening Order filed by Ari Emanuel, MRC, Asif Satchu, Sony Pictures Ent Inc., Mordecai Wiczky. Motion Hearing set for 12/20/2018 10:00 AM in San Francisco, Courtroom 04, 17th Floor before Judge Vince Chhabria. Responses due by 11/23/2018. Replies due by 11/30/2018. (Attachments: # <a href="#">1</a> Proposed Order)(Korn, Gregory) (Filed on 11/9/2018) (Entered: 11/09/2018)
11/09/2018	<a href="#">55</a>	Request for Judicial Notice re <a href="#">54</a> MOTION for Order Declaring Plaintiff a Vexatious Litigant and for Pre-Filing Screening Order filed by Ari Emanuel, MRC, Asif Satchu, Sony Pictures Ent Inc., Mordecai Wiczky. (Related document(s) <a href="#">54</a> ) (Korn, Gregory) (Filed on 11/9/2018) (Entered: 11/09/2018)
11/09/2018	<a href="#">56</a>	Declaration of Gregory Korn in Support of <a href="#">54</a> MOTION for Order Declaring Plaintiff a Vexatious Litigant and for Pre-Filing Screening Order filed by Ari Emanuel, MRC, Asif Satchu, Sony Pictures Ent Inc., Mordecai Wiczky. (Attachments: # <a href="#">1</a> Exhibit 1)(Related document(s) <a href="#">54</a> ) (Korn, Gregory) (Filed on 11/9/2018) (Entered: 11/09/2018)
11/09/2018	<a href="#">57</a>	Corporate Disclosure Statement by Ari Emanuel, MRC, Asif Satchu, Sony Pictures Ent Inc., Mordecai Wiczky <i>and Certification of Interested Entities or Persons</i> (Korn, Gregory) (Filed on 11/9/2018) (Entered: 11/09/2018)
11/12/2018	<a href="#">58</a>	CERTIFICATE OF SERVICE by Steve Kenyatta Wilson Briggs <i>Proof of Service Declaration of Nexus Asson, RE service of Defs MRC, Satchu, Wiczky</i> (Wilson Briggs, Steve) (Filed on 11/12/2018) (Entered: 11/12/2018)
11/12/2018	<a href="#">59</a>	CERTIFICATE OF SERVICE by Steve Kenyatta Wilson Briggs <i>Proof of Service of Defs Damon and Affleck, Declaration of Melvin Jackson</i> (Wilson Briggs, Steve) (Filed on 11/12/2018) (Entered: 11/12/2018)
11/13/2018	<a href="#">60</a>	STATUS REPORT ( <i>ADDENDUM</i> ) <i>REGARDING SERVICE OF PROCESS DEVELOPMENTS CONCERNING DEFS SPACEY AND BRUNETTI, AND THEIR AGENTS FINAL EFFORTS TO EVADE AND REFUSE SERVICE</i> by Steve Kenyatta Wilson Briggs. (Attachments: # <a href="#">1</a> Exhibit Exhibit A, # <a href="#">2</a> Exhibit Exhibit B)(Wilson Briggs, Steve) (Filed on 11/13/2018) (Entered: 11/13/2018)
11/14/2018	<a href="#">61</a>	CERTIFICATE OF SERVICE by Steve Kenyatta Wilson Briggs <i>Proof of Service by certified mail, with return receipt and Acknowledgment of Receipt of Summons, declaration of Cecile Lusby</i> (Wilson Briggs, Steve) (Filed on 11/14/2018) (Entered: 11/14/2018)
11/14/2018	<a href="#">62</a>	CERTIFICATE OF SERVICE by Steve Kenyatta Wilson Briggs <i>DECLARATION OF ZENA BRIGGS, CONCERNING THE REFUSAL OF SERVICE OF PROCESS BY DEFENDANTS SPACEY AND BRUNETTIS AGENCY FOR SERVICE OF PROCESS (ALTMAN, GREENFIELD &amp; SELVAGGI)</i> (Wilson Briggs, Steve) (Filed on 11/14/2018) (Entered: 11/14/2018)
11/19/2018	<a href="#">63</a>	OPPOSITION/RESPONSE (re <a href="#">27</a> MOTION to Dismiss <i>Complaint Pursuant to Fed. R.</i>



		<i>CIV. P. 12(B)(6) and/or 9(B) ) Opposition to Trigger Street Productions' Motion to Dismiss</i> filed by Steve Kenyatta Wilson Briggs. (Attachments: # <a href="#">1</a> Proposed Order, # <a href="#">2</a> Certificate/Proof of Service)(Wilson Briggs, Steve) (Filed on 11/19/2018) (Entered: 11/19/2018)
11/19/2018	<a href="#">64</a>	ADR Clerks Notice re: Non-Compliance with Court Order. The parties have failed to file an ADR Certification as required by the Initial Case Management Scheduling Order. Counsel shall comply promptly with the requirements of ADR L.R. 3-5(b) and shall file the ADR Certification. (cmf, COURT STAFF) (Filed on 11/19/2018) (Entered: 11/19/2018)
11/20/2018	<a href="#">65</a>	OPPOSITION/RESPONSE (re <a href="#">43</a> MOTION to Strike <i>Def Trigger Street Productions' Motion to Dismiss Complaint</i> ) filed by Trigger Street Productions. (Phillips, Jonathan) (Filed on 11/20/2018) (Entered: 11/20/2018)
11/20/2018	<a href="#">66</a>	REPLY (re <a href="#">27</a> MOTION to Dismiss <i>Complaint Pursuant to Fed. R. CIV. P. 12(B)(6) and/or 9(B) )</i> filed by Trigger Street Productions. (Phillips, Jonathan) (Filed on 11/20/2018) (Entered: 11/20/2018)
11/21/2018	<a href="#">67</a>	OPPOSITION/RESPONSE (re <a href="#">51</a> MOTION to Dismiss <i>Complaint Pursuant to FRCP 12(b)(6) and/or 12(b)(1) ) Plaintiff's Opposition to MRC Defendants' Motion to Dismiss</i> filed by Steve Kenyatta Wilson Briggs. (Attachments: # <a href="#">1</a> Proposed Order, # <a href="#">2</a> Certificate/Proof of Service)(Wilson Briggs, Steve) (Filed on 11/21/2018) (Entered: 11/21/2018)
11/23/2018	<a href="#">68</a>	OPPOSITION/RESPONSE (re <a href="#">48</a> MOTION to Dismiss ) <i>Opposition to NBCU Motion to Dismiss</i> filed by Steve Kenyatta Wilson Briggs. (Attachments: # <a href="#">1</a> Proposed Order, # <a href="#">2</a> Certificate/Proof of Service)(Wilson Briggs, Steve) (Filed on 11/23/2018) (Entered: 11/23/2018)
11/26/2018	<a href="#">69</a>	OPPOSITION/RESPONSE (re <a href="#">54</a> MOTION for Order Declaring Plaintiff a Vexatious Litigant and for Pre-Filing Screening Order ) filed by Steve Kenyatta Wilson Briggs. (Attachments: # <a href="#">1</a> Proposed Order, # <a href="#">2</a> Certificate/Proof of Service)(Wilson Briggs, Steve) (Filed on 11/26/2018) (Entered: 11/26/2018)
11/26/2018	70	CLERK'S NOTICE CONSOLIDATING THE INITIAL CASE MANAGEMENT CONFERENCE AND MOTION HEARINGS RE <a href="#">27</a> MOTION to Dismiss <i>Complaint Pursuant to Fed. R. CIV. P. 12(B)(6) and/or 9(B)</i> , <a href="#">43</a> MOTION to Strike <i>Def Trigger Street Productions' Motion to Dismiss Complaint</i> , <a href="#">48</a> MOTION to Dismiss , <a href="#">51</a> MOTION to Dismiss <i>Complaint Pursuant to FRCP 12(b)(6) and/or 12(b)(1)</i> , and <a href="#">54</a> MOTION for Order Declaring Plaintiff a Vexatious Litigant and for Pre-Filing Screening Order .  Case Management Statement due by 12/6/2018. Initial Case Management Conference set for 12/13/2018 10:00 AM in San Francisco, Courtroom 04, 17th Floor. Motion Hearing set for 12/13/2018 10:00 AM in San Francisco, Courtroom 04, 17th Floor before Judge Vince Chhabria.  <i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i> (knm, COURT STAFF) (Filed on 11/26/2018) (Entered: 11/26/2018)
11/27/2018	<a href="#">71</a>	ADR Certification (ADR L.R. 3-5 b) of discussion of ADR options by <i>Defendant MRC II Distribution Company LP</i> (Korn, Gregory) (Filed on 11/27/2018) (Entered: 11/27/2018)
11/27/2018	<a href="#">72</a>	ADR Certification (ADR L.R. 3-5 b) of discussion of ADR options by <i>Defendant Sony Pictures Ent. Inc.</i> (Korn, Gregory) (Filed on 11/27/2018) (Entered: 11/27/2018)
11/27/2018	<a href="#">73</a>	ADR Certification (ADR L.R. 3-5 b) of discussion of ADR options by <i>Defendant Ariel</i>

		<i>Emanuel</i> (Korn, Gregory) (Filed on 11/27/2018) (Entered: 11/27/2018)
11/27/2018	<a href="#">74</a>	ADR Certification (ADR L.R. 3-5 b) of discussion of ADR options by <i>Defendant Mordecai Wiczysk</i> (Korn, Gregory) (Filed on 11/27/2018) (Entered: 11/27/2018)
11/27/2018	<a href="#">75</a>	ADR Certification (ADR L.R. 3-5 b) of discussion of ADR options by <i>Defendant Asif Satchu</i> (Korn, Gregory) (Filed on 11/27/2018) (Entered: 11/27/2018)
11/27/2018	<a href="#">76</a>	NOTICE of Appearance by Rochelle L. Wilcox <i>Notice of Appearance of Counsel</i> (Wilcox, Rochelle) (Filed on 11/27/2018) (Entered: 11/27/2018)
11/28/2018	<a href="#">77</a>	ADR Certification (ADR L.R. 3-5 b) of discussion of ADR options (Lowder, Amos) (Filed on 11/28/2018) (Entered: 11/28/2018)
11/30/2018	<a href="#">78</a>	REPLY (re <a href="#">48</a> MOTION to Dismiss ) <i>Reply Memorandum of Points and Authorities in Support of NBCUniversal Media, LLC's Motion to Dismiss</i> filed by NBCUniversal Media, LLC. (Wilcox, Rochelle) (Filed on 11/30/2018) (Entered: 11/30/2018)
11/30/2018	<a href="#">79</a>	REPLY (re <a href="#">51</a> MOTION to Dismiss <i>Complaint Pursuant to FRCP 12(b)(6) and/or 12(b)(1)</i> ) filed by Ari Emanuel, MRC, Asif Satchu, Sony Pictures Ent Inc., Mordecai Wiczysk. (Korn, Gregory) (Filed on 11/30/2018) (Entered: 11/30/2018)
11/30/2018	<a href="#">80</a>	REPLY (re <a href="#">54</a> MOTION for Order Declaring Plaintiff a Vexatious Litigant and for Pre-Filing Screening Order ) filed by Ari Emanuel, MRC, Asif Satchu, Sony Pictures Ent Inc., Mordecai Wiczysk. (Korn, Gregory) (Filed on 11/30/2018) (Entered: 11/30/2018)
12/03/2018	<a href="#">81</a>	ADR Certification (ADR L.R. 3-5 b) of discussion of ADR options <i>Plaintiff's ADR Cert</i> (Wilson Briggs, Steve) (Filed on 12/3/2018) (Entered: 12/03/2018)
12/03/2018	<a href="#">82</a>	CASE MANAGEMENT STATEMENT <i>Plaintiff's CMS</i> filed by Steve Kenyatta Wilson Briggs. (Wilson Briggs, Steve) (Filed on 12/3/2018) (Entered: 12/03/2018)
12/04/2018	<a href="#">83</a>	First MOTION for Default Judgment by the Court as to <i>Plaintiff's Motion For Default Judgment against Defendants Spacey, Brunetti, Damon, Affleck and Blomkamp</i> filed by Steve Kenyatta Wilson Briggs. Motion Hearing set for 1/10/2019 10:00 AM in San Francisco, Courtroom 04, 17th Floor before Judge Vince Chhabria. Responses due by 12/18/2018. Replies due by 1/2/2019. (Attachments: # <a href="#">1</a> Exhibit, # <a href="#">2</a> Exhibit, # <a href="#">3</a> Exhibit, # <a href="#">4</a> Exhibit, # <a href="#">5</a> Exhibit, # <a href="#">6</a> Exhibit, # <a href="#">7</a> Exhibit, # <a href="#">8</a> Exhibit, # <a href="#">9</a> Exhibit, # <a href="#">10</a> Exhibit, # <a href="#">11</a> Exhibit, # <a href="#">12</a> Proposed Order, # <a href="#">13</a> Certificate/Proof of Service)(Wilson Briggs, Steve) (Filed on 12/4/2018) (Entered: 12/04/2018)
12/06/2018	<a href="#">84</a>	JOINT CASE MANAGEMENT STATEMENT <i>PURSUANT TO CIVIL LOCAL RULE 16-9</i> filed by Trigger Street Productions. (Lowder, Amos) (Filed on 12/6/2018) (Entered: 12/06/2018)
12/06/2018	<a href="#">85</a>	ADR Certification (ADR L.R. 3-5 b) of discussion of ADR options of <i>Defendant NBCUniversal Media, LLC</i> (Wilcox, Rochelle) (Filed on 12/6/2018) (Entered: 12/06/2018)
12/06/2018	<a href="#">86</a>	NOTICE of Appearance by Brendan Nathaniel Charney (Charney, Brendan) (Filed on 12/6/2018) (Entered: 12/06/2018)
12/10/2018	87	<b>CLERK'S NOTICE VACATING THE HEARING AND VACTING THE CASE MANAGEMENT CONFERENCE. The hearing scheduled for 12/13/18 re the Defendants' Motions to Dismiss ( <a href="#">27</a> , <a href="#">48</a> , and <a href="#">51</a> ), the Motion to Strike ( <a href="#">43</a> ), and the Motion to Order Plaintiff a Vexatious Litigant ( <a href="#">54</a> ) is vacated. The Court will issue a written ruling based on the parties' submissions. The Initial Case Management Conference scheduled for 12/13/18 is also vacated. (This is a text-only entry generated by the court. There is no document associated with this entry.)</b> (vclc2S, COURT STAFF) (Filed on 12/10/2018) (Entered: 12/10/2018)

12/17/2018	<a href="#">88</a>	AFFIDAVIT re <a href="#">1</a> Complaint,, <i>Plaintiff's Declaration in Support of Complaint</i> by Steve Kenyatta Wilson Briggs. (Attachments: # <a href="#">1</a> Exhibit Exhibit A, # <a href="#">2</a> Certificate/Proof of Service)(Wilson Briggs, Steve) (Filed on 12/17/2018) (Entered: 12/17/2018)
12/17/2018	<a href="#">89</a>	ERRATA ( <i>various</i> ) by Steve Kenyatta Wilson Briggs. (Attachments: # <a href="#">1</a> Certificate/Proof of Service)(Wilson Briggs, Steve) (Filed on 12/17/2018) (Entered: 12/17/2018)
12/22/2018	<a href="#">90</a>	<b>ORDER Granting Motions to Dismiss ( <a href="#">27</a> , <a href="#">48</a> , and <a href="#">51</a> ) and Denying Motion to Declare Plaintiff a Vexatious Litigant ( <a href="#">54</a> ). Signed by Judge Vince Chhabria on December 22, 2018. (vcl2S, COURT STAFF) (Filed on 12/22/2018) (Entered: 12/22/2018)</b>
12/22/2018	<a href="#">91</a>	<b>JUDGMENT. Signed by Judge Vince Chhabria on December 22, 2018. (vcl2S, COURT STAFF) (Filed on 12/22/2018) (Entered: 12/22/2018)</b>
01/14/2019	<a href="#">92</a>	MOTION for Leave to File <i>Motion for Reconsideration</i> , MOTION to Alter Judgment filed by Steve Kenyatta Wilson Briggs. Motion Hearing set for 1/17/2019 10:00 AM in San Francisco, Courtroom 04, 17th Floor before Judge Vince Chhabria. Responses due by 1/28/2019. Replies due by 2/4/2019. (Attachments: # <a href="#">1</a> Proposed Order, # <a href="#">2</a> Certificate/Proof of Service)(Wilson Briggs, Steve) (Filed on 1/14/2019) (Entered: 01/14/2019)
01/14/2019	93	CLERK'S NOTICE vacating the hearing scheduled for 1/17/2019 re plaintiff's Motion for Reconsideration. The Court will issue a written ruling after briefing is complete. ( <i>This is a text-only entry generated by the court. There is no document associated with this entry.</i> ) (knm, COURT STAFF) (Filed on 1/14/2019) (Entered: 01/14/2019)
01/22/2019	<a href="#">94</a>	<b>ORDER Denying <a href="#">92</a> Motion for Leave to File Motion for Reconsideration. Signed by Judge Vince Chhabria on January 22, 2019. (vcl2S, COURT STAFF) (Filed on 1/22/2019) (Entered: 01/22/2019)</b>
01/22/2019	<a href="#">95</a>	NOTICE OF APPEAL to the 9th Circuit Court of Appeals filed by Steve Kenyatta Wilson Briggs. Appeal of Order on Motion to Strike, Order on Motion to Dismiss,, Order on Motion for Miscellaneous Relief, <a href="#">90</a> , Judgment <a href="#">91</a> (Pay.gov Agency Tracking ID 34611139806.) (fabS, COURT STAFF) (Filed on 1/22/2019) (Entered: 01/23/2019)
01/30/2019	<a href="#">96</a>	USCA Case Number 19-15128 9th Circuit for <a href="#">95</a> Notice of Appeal, filed by Steve Kenyatta Wilson Briggs. (fabS, COURT STAFF) (Filed on 1/30/2019) (Entered: 01/30/2019)
02/13/2019	<a href="#">97</a>	DESIGNATION of Record on Appeal re <a href="#">95</a> Notice of Appeal, <i>Ninth Circuit case # 19-15128</i> (Wilson Briggs, Steve) (Filed on 2/13/2019) (Entered: 02/13/2019)
02/26/2019	<a href="#">98</a>	RESPONSE re <a href="#">97</a> Designation of Record on Appeal by NBCUniversal Media, LLC. (Sager, Kelli) (Filed on 2/26/2019) (Entered: 02/26/2019)

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